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UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

ENNIS HOMES, INC.,

Debtor.

ENNIS HOMES, INC.,

Plaintiff,

vs.

CHICAGO TITLE COMPANY, a
California Corporation, CHICAGO
TITLE INSURANCE COMPANY, a
Nebraska Corporation, and DOES 1
through 10.

Defendants.

Case No. 09-10848-A-11

Chapter 11

Judge: Whitney Rimel

Adv. Proc. No.

COMPLAINT FOR:

- 1. Breach of Contract
- 2. Breach of Contract
- 2. Turnover of Property of the Estate—11 U.S.C. § 542
- 3. Declaratory Relief— 11 U.S.C. §§ 362 and 541

Ennis Homes, Inc., debtor-in-possession in Case No. 09-10848-A-11, alleges against Chicago Title Company, Chicago Title Insurance Company, and Does 1 through 10 the following:

I. Jurisdiction and Venue

1. This adversary proceeding is brought under Rule 7001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and seeks recovery of property of the estate from eight separate escrow accounts held by defendants Chicago Title Insurance Company

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and/or Chicago Title Company with reference to the sale of eight residential homes sold by Ennis Homes, Inc.

- 2. This adversary proceeding is a "core" proceeding under 28 U.S.C. §§ 157(b)(2)(A) and (E).
 - 3. Jurisdiction in this Court is proper under 28 U.S.C. § 1334.
 - 4. Venue in this Court is proper under 28 U.S.C. § 1409(a).

II. Parties

- 5. Ennis Homes, Inc. ("Debtor" or "Plaintiff"), is a California corporation that is a residential construction home builder, conducting business primarily in Central California.

 Ennis Homes commenced its Chapter 11 case by filing its Voluntary Petition under Chapter 11 of the Code on February 2, 2009.
- 6. Plaintiff is informed and believes, and on that basis alleges, that Defendant Chicago Title Company is now, and at all times mentioned in this Complaint was, a corporation organized and existing under the laws of the State of California, having its principal place of business at 2500 N. Redhill Avenue, Santa Ana, California 92705. Chicago Title Company does business in Fresno County from its location at 7330 N. Palm Avenue, Suite 101, Fresno, California, 93711.
- 7. Plaintiff is informed and believes, and on that basis alleges, that Defendant Chicago Title Insurance Company is now, and at all times mentioned in this Complaint was, a corporation organized and existing under the laws of the State of Nebraska and duly registered with and authorized by the California Secretary of State to do business in California. Chicago Title Insurance Company has its principal place of business in California at 2500 N. Redhill Avenue, Santa Ana, California 92705. Chicago Title Insurance Company does business in Fresno County from its location at 7330 N. Palm Avenue, Suite 101, Fresno, California, 93711.
- 8. Defendants Chicago Title Company and Chicago Title Insurance Company are collectively referred to as "Defendants" or "Chicago Title" in this Complaint.
- 9. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued herein as Does 1 through 10, and

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therefore sues these defendants by fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff alleges that each of the defendants designated as Doe is the recipient of property of the estate described in this complaint, which is recoverable by Plaintiff. Allegations against each defendant named in this Complaint are alleged against each Doe defendant.

10. At all times mentioned, each of the defendants was the agent, employee and/or representative of each of the remaining defendants and was at all times acting within the purpose and scope of that agency, employment, and/or representation, and each defendant has ratified and approved the actions of the remaining defendants.

III. **General Allegations**

- 11. On February 2, 2009, Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code. On Schedule "B", Debtor listed as personal property a total of \$618,441.42 held in escrow by Defendants in connection with disputed liens on completed sales of eight Debtor-constructed residential houses. The sums held by Defendants were deposited by Debtor in accordance with two indemnity agreements that provided for the issuance of title insurance for the eight houses in exchange for the indemnification of Defendants by Debtor for costs associated with the mechanic's liens, outstanding invoices, and taxes against the properties.
- 12. On October 31, 2008, Debtor and Defendants entered into a Special Indemnity Agreement (the "First Agreement") that applied to seven residential houses built by Debtor. The First Agreement is attached as Exhibit "1" and incorporated here by this reference. Debtor deposited \$508,879.31 into escrow with Defendants for the purpose of securing Debtor's obligation to pay the amounts owed under the mechanic's liens, outstanding invoices, and taxes.
- 13. The following are the affected properties under the First Agreement, along with the amounts owing under mechanic's liens, the outstanding invoices for each property at the time the First Agreement was entered into, and the status of the claims:
 - a. 523 S. Cloverleaf Street, Porterville, Tulare County, California 93257, which is Lot 297 of the development known as New Expressions, Phase Five (and

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more particularly described in Exhibit "A" to Exhibit "1");

- 1. Amount owed under mechanic's liens: \$13,988.16;
- 2. Outstanding invoices: \$74,633.37 (amount includes sums claimed in mechanic's liens);
- 3. Debtor is informed and believes, and on that basis alleges, that the mechanic's lien in the amount of \$1,889.52 filed by Fenceworks on October 28, 2009, and reasserted on January 28, 2009 (shortly before the petition date), appears to be the only valid mechanic's lien, and may be the only valid secured claim subject to the provisions of the First Agreement.
- 580 S. Cloverleaf Street, Porterville, Tulare County, California 93257, which
 is Lot 290 of the development known as New Expressions Phase Five (and
 more particularly described in Exhibit "B" to Exhibit "1");
 - 1. Amount owed under mechanic's liens: \$12,499.96;
 - 2. Outstanding invoices: \$65,066.08 (amount includes sums claimed in mechanic's liens);
 - 3. Debtor is informed and believes, and on that basis alleges, that the mechanic's lien in the amount of \$763.75 filed by Fenceworks on October 28, 2009, and reasserted on January 28, 2009 (shortly before the petition date), appears to be the only valid mechanic's lien, and may be the only valid secured claim subject to the provisions of the First Agreement.
- c. 935 N. Silver Maple Street, Porterville, Tulare County, California 93257, which is Lot 133 of the development known as William Ranch Phase Four (and more particularly described in Exhibit "C" to Exhibit "1");
 - 1. Amount owed under mechanic's liens: \$21,732.89;
 - 2. Outstanding invoices: \$87,563.47 (amount includes sums claimed in mechanic's liens);

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3. Debtor is informed and believes, and on that basis alleges, that the mechanic's lien in the amount of \$1,919.00 filed by Fenceworks on October 28, 2009, and reasserted on January 28, 2009 (shortly before the petition date), appears to be the only valid mechanic's lien, and may be the only valid secured claim subject to the provisions of the First Agreement.

- d. 2848 Lakeridge Court, Tulare, Tulare County, California 93274, which is Lot 19 of the development known as Shadow Wood (and more particularly described in Exhibit "D" to Exhibit "1");
 - 1. Outstanding invoices: \$19,464.24.
- e. 1211 W. Muir Way, Hanford, Kings County, California 93230, which is Lot
 83 of the development known as Arbork Park (and more particularly described in Exhibit "E" to Exhibit "1");
 - 1. Amount owed under mechanic's liens: \$10,827.10;
 - 2. Outstanding invoices: \$5,250.48 (amount includes sums claimed in mechanic's liens).
- f. 10905 Trentadue Drive, Bakersfield, Kern County, California 93312, which is Lot 48 in the development known as Eagle Ranch (and more particularly described in Exhibit "F" to Exhibit "1");
 - 1. Amount owed under mechanic's liens: \$74,802.94;
 - 2. Outstanding invoices: \$81,341.81 (amount includes sums claimed in mechanic's liens).
 - 3. Debtor is informed and believes, and on that basis alleges, that the mechanic's lien in the amount of \$1,497.15 filed by Fenceworks on October 28, 2009, and reasserted on January 28, 2009 (shortly before the petition date), appears to be the only valid mechanic's lien, and may be the only valid secured claim subject to the provisions of the First Agreement.

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g.	1255 W. Muir Way, Hanford, Kings County, California 93230, which is Lot
	81 of the development known as Arbor Park (and more particularly
	described in Exhibit "G" to Exhibit "1");

- 1. Amount owed under mechanic's liens: \$72,657.36;
- 2. Outstanding invoices: \$24,306.78 (amount includes sums claimed in mechanic's liens).
- 14. On December 23, 2008, Debtor and Defendants entered into a Special Indemnity Agreement (the "Second Agreement") that applied to one residential house built by Debtor. The Second Agreement is attached as Exhibit "2" and incorporated here by this reference. Debtor deposited \$109,562.11 into escrow with Defendants for the purpose of securing Debtor's obligation to pay the amounts owed under the mechanic's liens, outstanding invoices, and taxes.
- 15. The following is the affected property under the Second Agreement, along with the amounts owing under mechanic's liens, outstanding invoices, and property taxes for the property at the time the Second Agreement was entered into:
 - a. 2174 W. Bel-Aire Court, Porterville, Tulare County, California 93257, which is Lot 168 of the development known as Williams Ranch Phase Four (and more particularly described in Exhibit "A" to Exhibit "2");
 - 1. Amount owed under mechanic's liens: \$35,040.98;
 - 2. Outstanding invoices: \$117,646.69 (amount includes sums claimed in mechanic's liens);
 - 3. Property Taxes: \$20,839.85.
- Debtor is informed and believes that all of the mechanic's liens, except for the 16. above mentioned mechanic's liens of Fenceworks, have been either (1) released by a document recorded with the appropriate county recording office, resulting in no amount due, or (2) expired due to inaction by the claimant, resulting in unsecured claims that must be asserted by the claimants in the bankruptcy case. In either case, any amounts owed are no longer subject to the First Agreement and the escrow funds must be turned over to Debtor.

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- Debtor is informed and believes that all of the outstanding invoices have either 17. been paid in the ordinary course of business, or are unsecured claims in the bankruptcy case. In either case, those amounts are no longer subject to the First Agreement.
- Debtor has repeatedly requested that Defendants release the funds held in 18. escrow under the First and Second Agreements, but Defendants have refused and continue to refuse to release the Debtor's funds. There remains no valid mechanic's liens or outstanding invoices preventing the release of the funds, save the possibly valid mechanic's liens of Fenceworks in the total amount of \$6,069.42, which are secured claims in Debtor's bankruptcy case in any event. Any and all remaining claims are unsecured claims in Debtor's bankruptcy case. Thus, there remains due and owing to Debtor a total of \$618,441.42, plus interest at the legal rate.

Claims for Relief IV.

First Claim for Relief—Breach of Contract A.

- 19. Debtor realleges and incorporates here by this reference paragraphs 1 through 18.
- 20. Defendants breached the First Agreement in that Defendants have failed to release the full amount due and owing under the First Agreement despite the fact that there are no longer any obligations secured by the funds held under the First Agreement and Debtor's repeated requests to Defendants that the funds be released. There is now due, owing, and unpaid since February 2, 2009, a balance of \$508,879.31, plus interest at the legal rate.
- 21. Debtor has performed all things necessary and required of Debtor under the First Agreement, except to the extent that Debtor was excused from performing by the breaches of Defendants alleged above.
- 22. Under paragraph 5 of the First Agreement, Plaintiff is entitled to payment of all costs, expenses, and attorneys' fees incurred in enforcing the First Agreement against Defendants.
- 23. As a result of said breaches of the First Agreement, Debtor has been damaged in the sum of \$508,879.31, plus interest at the legal rate, attorneys' fees, expenses, and costs

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under paragraph 5 of the First Agreement, and in such additional sums as will be proven at trial.

B. Second Claim for Relief—Breach of Contract

- 24. Debtor realleges and incorporates here by this reference paragraphs 1 through 18.
- 25. Defendants breached the Second Agreement in that Defendants have failed to release the full amount due and owing under the Second Agreement despite the fact that there are no longer any obligations secured by the funds held under the Second Agreement and Debtor's repeated requests to Defendants that the funds be released. There is now due, owing, and unpaid since February 2, 2009, a balance of \$109,562.11, plus interest at the legal rate.
- 26. Debtor has performed all things necessary and required of Debtor under the Second Agreement, except to the extent that Debtor was excused from performing by the breaches of Defendants alleged above.
- 27. Under paragraph 5 of the Second Agreement, Plaintiff is entitled to payment of all costs, expenses, and attorneys' fees incurred in enforcing the Second Agreement against Defendants.
- 28. As a result of said breaches of the Second Agreement, Debtor has been damaged in the sum of \$109,562.11, plus interest at the legal rate, attorneys' fees, expenses, and costs under paragraph 5 of the Second Agreement, and in such additional sums as will be proven at trial.

C. Third Claim for Relief—Turnover of Property of The Estate—11 U.S.C.§ 542

- 29. Debtor realleges and incorporates here by this reference paragraphs 1 through 18, 20 through 23, and 25 through 28.
- 30. The \$508,879.31 received and held by Defendants under the First Agreement, and the \$109,562.11 received and held by Defendants under the Second Agreement (the total sum of \$618,441.42 is collectively referred to as the "Funds"), are property of the estate and are property for which Debtor may use, sell, or lease under 11 U.S.C. § 363.

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31.	Under 11 U.S.C. § 542, Debtor is entitled to receive a judgment directing
Defendants to	turnover the Funds, or in the alternative, an award of damages against
Defendants in	favor of Debtor for the amount of the Funds.

Fourth Claim for Relief—Declaratory Relief—11 U.S.C. §§ 362 and 541

- 32. Debtor realleges and incorporates here by this reference paragraphs 1 through 18, 20 through 23, 25 through 28, and 30 through 31.
- 33. An actual controversy has arisen and now exists between Debtor and Defendants regarding their respective interests in the Funds.
- 34. Defendants assert that the Funds are not property of the estate and remain Defendants collateral under the First and Second Agreements.
- 35. Debtor asserts that the Funds are no longer security under the First and Second Agreement, and that the Funds are property of the estate entitling Debtor to an order directing Defendants to turn the Funds over to the bankruptcy estate.
- 36. Debtor desires a judicial determination of its interests in the Funds in relation to the interests of Defendants. Debtor believes such a declaration is necessary and appropriate at this time under all of the circumstances.

WHEREFORE, Debtor prays that this Court enter a judgment as follows:

On the First Claim for Relief:

Debtor is awarded damages in the amount of \$508,879.31, plus interest at the legal rate, attorneys' fees, expenses, and costs under paragraph 5 of the First Agreement, and in such additional sums as will be proven at trial.

On the Second Claim for Relief:

Debtor is awarded damages in the amount of \$109,562.11, plus interest at the legal rate, attorneys' fees, expenses, and costs under paragraph 5 of the Second Agreement, and in such additional sums as will be proven at trial.

On the Third Claim for Relief:

Debtor is authorized to recover the Funds from Defendants, or the fair market value of the Funds.

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For a judicial determination that the Funds are property of the estate.

As to All Claims for Relief:

- Plaintiff shall recover costs of suit incurred; and 1.
- 2. Plaintiff shall have such other and further relief as the Court deems just and proper.

Dated: December 15, 2009

KLEIN, DeNATALE, GOLDNER, COOPER, ROSENLIEB & KIMBALL, LLP

TERRENCE T. EGLAND, Attorneys for Ennis Homes, Inc.

COOPER, ROSENLIEB & KIMBALL, LLP

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Indemnity No. Order No. See Attached Exhibits Date October 31, 2008

SPECIAL INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (hereinafter referred to as this "Agreement") is executed this 31st, day of October, 2008, by ENNIS HOMES, INC. (hereinafter referred to as "INDEMNITOR") for the benefit of CHICAGO TITLE INSURANCE COMPANY, a corporation (hereinafter referred to as "COMPANY").

- 1. This Agreement covers any part, parcel, or subdivision of the real property (hereinafter referred to as the "Real Property") in the County of Tulare, State of California, described on Exhibits A, B, C, D, E, F and G attached hereto.
- 2. INDEMNITOR has requested the COMPANY to issue its policy(s) of title insurance insuring an interest in the Real Property without taking exception to the following matters:

Recorded mechanic's liens attached as Exhibits A, B, C, D, E, F and G and any subsequent recorded mechanic's liens affecting the herein-described properties, and

Outstanding invoices as per Invoices by Project by Job by Vendor list attached as Exhibits A, B, C, D, E, F and G.

- 3. INDEMNITOR (whether as owner of, part owner of, or having an interest in the Real Property or in a corporation, partnership, joint venture or other entity which is the owner of, part owner of, or has an interest in the Real Property, or otherwise) has an interest in the issuance of, and desires COMPANY from time to time to issue, policies of title insurance, or endorsements thereof, covering the Real Property or lots or portions thereof, insuring against loss which may be sustained by reason of the matters referred to in Paragraph 2, or without exception as to the matters referred to in Paragraph 2.
- 4. Nothing herein shall be construed as an obligation on the part of COMPANY to issue any of the policies or insurance mentioned in this Agreement. However, if COMPANY does issue any such policies or insurance or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies, then INDEMNITOR shall be deemed to have concurrently given the assurances and made the agreements herein s et forth for the b enefit of COMPANY.
- 5. In order to induce COMPANY to issue and in consideration of the issuance by COMPANY of such policies of title insurance and endorsements as it may be willing to issue,

Exhibit	[
Page	11	

INDEMNITOR promises and agrees to hold harmless, protect and indemnify COMPANY from and against any and all liabilities, losses, damages, expenses, charges, and fees, including but not limited to attorneys' fees and expenses of litigation, which it may sustain, under each and every policy or policies of title insurance or endorsements thereof which it may at any time issue, resulting directly or indirectly from the matters referred to in Paragraph 2, and to pay all costs, expenses and attorneys' fees incurred in enforcement of this Agreement.

- 6. It is understood and agreed that COMPANY may rely upon this Agreement in issuing any policy, policies or endorsements covering all or any portion of the Real Property, whether or not INDEMNITOR is the person ordering the same, regardless of any change in ownership of the title to the Real Property or any portion thereof or any change in the nature of INDEMNITOR's interest in the same; that the issuance of any such policy or policies or endorsements in the manner desired by INDEMNITOR may cause COMPANY to deem it necessary or expedient for practical business reasons to issue other policies or endorsements covering the Real Property, without showing therein, as matters not insured against, the matters referred to in Paragraph 2; and therefore the obligations of INDEMNITOR hereunder shall not be limited to policies initially issued covering the Real Property or portions thereof but shall apply also to any policy or policies of title insurance subsequently issued covering the Real Property or portions thereof; provided, however, that INDEMNITOR may, at any time, deliver written notice to COMPANY of INDEMNITOR's election to exclude from the future application of this Agreement any of the Real Property upon which COMPANY has not issued a policy or endorsement in reliance upon this Agreement. INDEMNITOR's election shall be effective on the fifth (5th) business day following receipt by COMPANY of the above-referenced notice.
- 7. INDEMNITOR agrees that it is directly and primarily liable to COMPANY and that the obligations of INDEMNITOR hereunder are independent of the obligations of any other indemnitor or third party owing to COMPANY. If more than one person signs this Agreement as INDEMNITOR, the obligation hereunder shall be joint and several. INDEMNITOR agrees that any release which may be given by COMPANY to any other indemnitor or third party shall not release INDEMNITOR from the payment and performance of its obligations under this Agreement. As a condition to the payment and performance by INDEMNITOR of its obligations under this Agreement, COMPANY shall not be required to, and INDEMNITOR hereby waives any and all rights to require COMPANY to prosecute or seek to enforce any remedies against any other indemnitor or third party, or with respect to any security interests, liens or encumbrances granted to COMPANY by any other indemnitor or third party. INDEMNITOR also agrees that its obligations under this Agreement shall not be impaired or affected by any modification, supplement, or amendment to any policy, policies or endorsements issued regarding the Real Property, nor by release or other alteration of any security pledged by any other indemnitor or third party, nor by any agreements or arrangements whatsoever with any other indemnitor or third party.
- 8. Without affecting any of INDEMNITOR's obligations owing to COMPANY under this Agreement, INDEMNITOR hereby agrees that COMPANY may elect, in its sole and absolute

discretion, to retain legal counsel of its choice on behalf of COMPANY's Insureds in connection with a ny claims, disputes, demands, or actions made or arising in connection with the subject matter of this Indemnity or any policy or policies of title insurance or endorsements thereof issued covering the Real Property, and COMPANY may, in its sole and absolute discretion, settle or compromise any such claim, dispute, demand or action on such terms and in such a manner as COMPANY deems appropriate. COMPANY is under no obligation to accept INDEMNITOR's selection of counsel. At COMPANY's option it may suggest to its Insureds that counsel recommended by INDEMNITOR be retained for the defense of the Insureds. I NDEMNITOR agrees to underwrite the fees, costs and expenses associated with the defense of the Insureds. Any counsel selected by the INDEMNITOR to represent COMPANY's Insureds must be acceptable to the Insureds and be independent counsel free of any conflict of interest.

- 9. INDEMNITOR is presently informed of the condition and status of the Real Property and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of liability of INDEMNITOR under this Agreement. INDEMNITOR hereby covenants that it will continue to keep itself informed of the condition and status of the Real Property, the status of other indemnitors, if any, and of all other circumstances which bear upon the risk of liability of INDEMNITOR under this Agreement. Absent a written request for such information by INDEMNITOR to COMPANY, INDEMNITOR hereby waives its right, if any, to require COMPANY to disclose to it any information which COMPANY may now or hereafter acquire concerning such condition or circumstances including, but not limited to, the release of or revocation by any other indemnitor.
- 10. INDEMNITOR hereby waives any defense arising by reason of any claim or defense based upon an election of remedies by COMPANY, which, in any manner impairs, affects, reduces, releases, destroys and/or extinguishes INDEMNITOR's subrogation rights, reimbursement rights, and/or any other rights of INDEMNITOR to proceed against any other indemnitor or against any other third party or security. INDEMNITOR waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, notices of default, notice of acceptance of this Agreement, and notices of the existence, creation, or issuance of any new or additional policy or policies of title insurance, and of endorsements thereof, regarding the Real Property, and all other notices or formalities to which INDEMNITOR may be entitled.
- 11. This Agreement shall be binding upon the successors and assigns of INDEMNITOR and shall inure to the benefit of COMPANY's successors and assigns. The death, the incapacity, the lack of authority, the disability, and/or the dissolution of INDEMNITOR or any other indemnitor shall not terminate or otherwise impair COMPANY's rights under this Agreement.
- 12. INDEMNITOR agrees that this agreement is not intended to give any benefits, rights, privileges, actions, or remedies to any person, partnership, firm, or corporation other than COMPANY and INDEMNITOR under any theory of law.

13. INDEMNITOR ACKNOWLEDGES THAT HE/IT IS EXECUTING THIS AGREEMENT BECAUSE OF THE BENEFITS DIRECTLY OR INDIRECTLY ACCRUING TO HE/IT BY REASON OF THE ISSUANCE OF THE SAID POLICIES.

In witness whereof the undersigned INDEMNITOR has executed this Agreement this 31st day of October, 2008.

"INDEMNITOR"

Ennis Homes, Inc., a California Corporation

President and CEO

Vice-President and Secretary

DEPOSIT ACCOUNT RIDER TO SPECIAL INDEMNITY AGREEMENT

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Exhibit /

THIS DEPOSIT ACCOUNT RIDER (this "Rider"), dated October 31, 2008, is entered into between ENNIS HOMES, INC., a California Corporation, ("INDEMNITOR"), and CHICAGO TITLE INSURANCE COMPANY, a corporation,

(hereinafter referred to as "COMPANY") and is hereby made a part of and incorporated into that certain Special Indemnity Agreement (the "Agreement"), dated October 31, 2008, between INDEMNITOR and COMPANY.

The parties agree as follows:

- 1. All capitalized terms contained in this Rider shall have the same definition so set forth in the Agreement unless they are specifically defined in this Rider.
- In addition to the provisions contained in the Agreement, and as security for the payment and performance by INDEMNITOR of any and all of its obligations under the Agreement, INDEMNITOR agrees to promptly deposit or cause to be deposited as collateral with COMPANY the sum of \$ 508,879.31 and grants a security interest in the collateral (hereinafter referred to as the "Reserve"). The Reserve (including any interest received thereon) and any other sums held by COMPANY hereunder shall constitute a deposit which shall be held by COMPANY as security for the performance of any and all of the obligations of INDEMNITOR under this Agreement. INDEMNITOR hereby authorizes COMPANY, in its sole and absolute discretion, to use all or any portion or portions of the Reserve to pay or to reimburse itself for the payment of any sums which INDEMNITOR has agreed to pay or reimburse COMPANY for pursuant to the terms of the Agreement and which INDEMNITOR failed to promptly pay upon demand, or any sum which, in the discretion of COMPANY, it may be required to pay for the protection of COMPANY's insureds or itself. COMPANY is authorized to and agrees that it will promptly deposit the Reserve in a deposit account in the name of COMPANY with a financial institution selected by COMPANY in its sole and absolute discretion. INDEMNITOR hereby assigns to COMPANY the account so established and all of its rights therein, which account shall be the property of COMPANY only. COMPANY agrees, however, to hold, use and disburse said account and the funds represented thereby only under the provisions of the Agreement and this Rider.

Any interest received by COMPANY on funds so deposited shall be deemed to be included in the Reserve held by COMPANY under this Rider. COMPANY, in its sole and absolute discretion, may use or may distribute to INDEMNITOR any such interest without impairing any of the obligations of INDEMNITOR under the Agreement. COMPANY shall have no obligation to collect interest on the Reserve or to see to the payment or crediting thereof, nor any responsibility or liability for the Reserve or any interest thereon in the event of any failure or refusal or inability of the financial institution to repay the amount represented by the deposit account or any portion thereof. At such time as all obligations of INDEMNITOR under the Agreement have been fully

performed and the title to the R eal P roperty is free of the effect of the matters referred to in Paragraph 2 of the Agreement and of any claim based thereon or resulting therefrom, and COMPANY has no unsatisfied claim against it which is indemnified against by INDEMNITOR pursuant to the Agreement, COMPANY agrees that it will repay to INDEMNITOR the amount of the Reserve and any other deposits received by COMPANY from INDEMNITOR less any sums properly expended by or owing to COMPANY under the provisions of the Agreement. COMPANY shall not be obligated to resort to the Reserve before enforcing any obligations of INDEMNITOR under the Agreement, but shall, notwithstanding its holding of the Reserve, have the right to enforce the obligations of INDEMNITOR by any lawful means without first resorting to the Reserve in the same manner and to the same extent as if no security for such obligations were held by COMPANY.

- 3. Any one or more of the following events shall constitute an event of default by INDEMNITOR under this Rider:
- (A) If INDEMNITOR fails to pay when due and payable or on the date when declared due and payable, any of its obligations owing to COMPANY under the Agreement or this Rider; or
- (B) If INDEMNITOR fails or neglects to perform, keep or observe any term, provision, condition, covenant, agreement, warranty or representation contained in the Agreement, this Rider, or any other present or future agreement between INDEMNITOR and COMPANY.
- 4. Upon the occurrence of an event of default by INDEMNITOR under the Agreement or this Rider, COMPANY may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by INDEMNITOR:
- (A) Declare INDEMNITOR's obligations, arising under the Agreement or otherwise immediately due and payable;
 - (B) Cease issuing policies of title insurance covering the Real Property.
- 5. COMPANY's rights and remedies under this Rider and all other agreements shall be cumulative. COMPANY shall have all other rights and remedies not inconsistent herewith as are provided by law or in equity. No exercise by COMPANY of one right or remedy shall be deemed an election, and no waiver by COMPANY of any default on INDEMNITOR's part shall be deemed a continuing waiver. No delay by COMPANY shall constitute a waiver, election or acquiescence by it.

IN WITNESS WHEREOF, the parties thereto have caused this Rider to be executed as of

Doc 1

the date first hereinabove written.

'INDEMNITOR"

Ennis Homes, Inc., a California Corporation

Propinger and CEC

Vice-President and Secretary

Exhibit "A"

Escrow No. 42109271-KH - Closed on October 16, 2008

Project: NEW EXPRESSIONS

Property: Lot 297 New Expressions Phase 5

523 S. Cloverleaf Street Porterville CA 93257

Escrow No.: 08-42109271-KH

Locate No.: CACTT7754-7754-4421-0042109271

Title No.: 08-42109271-CU

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 297 of New Expressions Phase Five, in the City of Porterville, County of Tulare, State of California, according to the map thereof recorded May 21, 2007 in Book 42 Page 68 of Plats, Tulare County Records.

APN:

Exhibit Page - Legal(exhibit)(08-07)

Exhibit___/ Page____/9 P. O. BOX 815

2008-0069618 Recorded | Official Records | County of | Tulare | SREGORY B. HARDCRSTLE! Clerk Recorder | I RECORDING REQUESTED BY I REC FEE . 25.80 Sacramento Building Products, Inc. AND WHEN RECORDED MAIL TO 08:01AM 15-Dct-2008 | Page 1 of 4 Sacramento Building Products WEST SACRAMENTO, CA 95691

Mechanic's Lien

The Un	dersigned,	Sacramento Bul		Clain	nant, claims a mechanic's lien upon Lien)
the following d	escribed real (property:			
City of: DINUBA,	PORTERVILLE	TULARE, VISALIA	County of:	TULARE '	, State of California and
described as:	ENNIS HOM	ES - SEE ATTACI	HED		
The sum of:	\$ 138,800.97	_together with inte	rest thereon at	the rate of %18 per	cent per annum from
06/19/08	is due Claima	ant (after deducting	all just credits	and offsets) for the	following labor, services,
equipment and	Vor materials 1	furnished by Claim	ant:	INSULATION, C	ABINET, FIREPLACE, GUTTER
Claimant furnis	shed the labor	, services, equipm	ent and/or mate	rials at the request	of, or under contract with:
ENNIS HOME	5, 643 N WES	TWOOD STREET	PORTERVIL	E CA 93257	
The name(s) a	and address(e	s) of the owners or	reputed owners	s of the property is/	are:
ENNIS HOME	S, 643 N WES	TWOOD STREET	, PORTERVILL	E, CA 93257	
Date: 10-9-200		Name of	Pon du	amento Building Pr	
		\	/ERIFICAT	ION	
authorized to n	nake this Verif	ication. I have rea	d said claim of re under penalt	mechanic's lien and y of perjury that the	ing mechanic's lien; I am I know the contents thereof; foregoing is true and correct. for Sacramento Building Products

Exhibit 20 Page_

INV#	COMMUNITY	AM	OUNT DUE
	PARKSIDE VILLAGE, DINUBA		
44760BL	1677 EL PASO AVE, DINUBA	***************************************	
44674CD	1677 EL PASO AVE, DINUBA	- \$	794.04
44674CI	1677 EL PASO AVE, DINUBA	- 3	953.81 2,384.53
44674CP	1677 EL PASO AVE, DINUBA	- š	
63971BL	. 1503 EL PASO AVE, DINUBA	- 🖫	106.62
63971BT	1503 EL PASO AVE, DINUBA	- ;	340.56 613.00
63972BL	1519 EL PASO AVE, DINUBA	- š	
63972BT	1519 EL PASO AVE, DINUBA	- ;	503.43
63973BT	1504 SAN ANTONIA AVE, DINUBA	- ;	764.87 567.83
63973BL	1504 SAN ANTONIA AVE, DINUBA	- इं -	374.41
62572CD	1504 SAN ANTONIA AVE, DINUBA	- š	562.16
62572CI	1504 SAN ANTONIA AVE, DINUBA	- '	1,405,39
62572CP	1504 SAN ANTONIA AVE, DINUBA	- š	839,99
6397482	1564 SAN ANTONIA AVE, DINUBA	\$	337.15
63964CP	1584 SAN ANTONIA AVE, DINUBA	- ;	842.83
67795F1	1623 EL PASO AVE, DINUBA	- š	630.43
	•		000.40
	THE RANCH, PORTERVILLE		
47184B2	4441 WEST PROSPECT, VISALIA	\$	454.41
47184BL	4441 WEST PROSPECT, VISALIA	\$	757.28
45322CD	4441 WEST PROSPECT, VISALIA	\$	1,488.52
45322CI	4441 WEST PROSPECT, VISALIA		5,954.07
45322CP	4441 WEST PROSPECT, VISALIA	\$	2,203.24
	M 444 5 1 4 2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		
6255701	WILLIAMS RANCH, PORTERVILLE		
63557BL	945 N. SILVER MAPLE ST., PORTERVILLE	_ \$	792.51
66631BL	935 N. SILVER MAPLE ST, PORTERVILLE	\$	777.22
66631BT	935 N. SILVER MAPLE ST, PORTERVILLE	\$	1,183.03
65118CD	935 N. SILVER MAPLE ST, PORTERVILLE	_ 5	1,211.15
65118CI 65118CP	935 N. SILVER MAPLE ST, PORTERVILLE	_ \$	3,290.89
67045BT	935 N. SILVER MAPLE ST, PORTERVILLE	<u> </u>	1,809.59
66635BL	966 N. RED OAK ST., PORTERVILLE	<u> </u>	1,049.70
66635BT	2174 W. BEL AIR COURT, PORTERVILLE	<u> </u>	721.44
65117CD	2174 W. BEL AIR COURT, PORTERVILLE 2174 W. BEL AIR COURT, PORTERVILLE	<u> </u>	1,093.33
65117CI	2174 W. BEL AIR COURT, PORTERVILLE	<u> </u>	1,143.82
66836BL	944 N. SILVER MAPLE ST, PORTERVILLE	\$	2,859.55
66636BT	944 N. SILVER MAPLE ST. PORTERVILLE		634.51
64533CD	944 N. SILVER MAPLE ST, PORTERVILLE	<u>\$</u>	949.89
64533CI	944 N. SILVER MAPLE ST, PORTERVILLE	\$	626.50
64533CP	944 N. SILVER MAPLE ST, PORTERVILLE	- 3	1,856.70
	THE TOTAL CHARLES		936.05
	MADISON CROSSING, VISALIA		
66178BT	2641 N. MENDONCA ST, VISALIA	\$	865.32
63693CD	2641 N. MENDONCA ST, VISALIA	\$	840.29
63693CI	2641 N. MENDONCA ST, VISALIA	\$	2,100.72
63693CP	2641 N. MENDONCA ST, VISALIA	\$	1,248.78
66178BL	2641 N. MENDONCA ST, VISALIA	\$	567.46
62568CD	3450 W. LARK AVE, VISALIA	\$	1,209.27
62568CI	3450 W. LARK AVE, VISALIA	\$	2,888.80
62568CP	3450 W. LARK AVE, VISALIA	\$	1,716.68

Exhibit_	/	
Page	21	

67042GU	3450 W. LARK AVE, VISALIA	\$	892.74
64766BL	3450 W. LARK AVE, VISALIA	\$	785.96
68177BT	3040 W. LARK AVE, VISALIA	\$	1,375.03
	SILVER OAKS, VISALIA		***************************************
6590384	4013 W. BUENA VISTA AVE, VISALIA	<u>\$</u>	893.23
65904BL	3951 W. BUENA VISTA AVE, VISALIA	<u></u> -	781.81
63691CD	3951 W. BUENA VISTA AVE. VISALIA	<u> </u>	1,729.17
63 691 CI	3951 W. BUENA VISTA AVE, VISALIA		2,208.70
6739CP	3951 W. BUENA VISTA AVE, VISALIA	 -	1,325.22
67392 8 L	4023 W. BUENA VISTA AVE. VISALIA	<u> </u>	520.03
67392BT	4023 W. BUENA VISTA AVE. VISALIA		790.82
67597BL	1648 N. FULGHAM ST, VISALIA	-	790.78
67597BT	1648 N. FULGHAM ST, VISALIA	- š	1,198.48
	4013 W. BUENA VISTA AVE, VISALIA		671.92
63692CD ,		_ \$	
63692CI	4013 W. BUENA VISTA AVE, VISALIA	<u> </u>	1,679.79
63692CP	4013 W. BUENA VISTA AVE, VISALIA		1,007.88
64408CD	4023 W. BUENA VISTA AVE, VISALIA	_ 3_	572.61
64408CI	4023 W. BUENA VISTA AVE, VISALIA		1,431.53
65119CD	1648 N. FULGHAM ST, VISALIA	<u> </u>	1,008.98
65119CI	1648 N. FULGHAM ST, VISALIA	2	2,786.24
	COTTONWOOD, TULARE		
63793CP	2379 TAHOE AVE, TULARE	\$	910.73
65754CD	2307 TUOLUMNE AVE, TULARE	\$	929.81
65754CI	2307 TUOLUMNE AVE, TULARE	\$	2,588.32
65754CP	2307 TUOLUMNE AVE, TULARE	\$	1,386.52
66248CD	3003 PLACER ST, TULARE	<u> </u>	981.85
68248CI	3003 PLACER ST, TULARE	\$	1,987.45
66790BL	2307 TUOLUMNE AVE, TULARE	\$	782.57
66790BT	2307 TUOLUMNE AVE, TULARE	\$	1,182.46
67500BL	3003 PLACER ST, TULARE	\$	774.17
67500BT	3003 PLACER ST, TULARE	\$	1,169.85
			•
	EAGLE GLEN, VISALIA		704.00
67046BT	1727 S. Casablanca St, Visalia	<u> </u>	794.28
64071CD	1727 S. Casablanca St. Visalia	\$	864.11
64071CI	1727 S. Casablanca St, Visalia	\$	1,481.42
33731CD	4325 E, Cambridge Ave, Visalia	\$	1,671_28
33731CI	4325 E. Cambridge Ave, Visalia	\$	4,445.90
33758CD	4316 E. Cambridge Ave, Visalia	S	1,199.46
33758CI	4316 E. Cambridge Ave, Visalia	\$	3,264.35
33763CD	4317 E. Cambridge Ave, Visalia	\$	1,156.32
33763CI	4317 E. Cambridge Ave, Visalia	<u> </u>	3,093.80
33763CP	4317 E. Cambridge Ave, Visalia	\$	1,723.45
63542CD	1749 Laguna St, Visalia	\$	892.99
63542CI	1749 Laguna St, Visalia	Ş	1,655.50
63542CP	1749 Laguna St, Visalia		993.30
33800CD	4135 E. Hillcrest Ave, Visalia	\$	706.00
33800CI	4135 E. Hillcrest Ave, Visalia	\$	1,847.50
67047BT	4135 E. Hillcrest Ave, Visalia	S	1,008.36

Exhibit		
Page	22	

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	T. 25701	023 S. Clovenear St, Porterville	\$	858.49

 SUBTOTAL
 \$ 138,771.97

 LIEN FEES
 \$ 29.00

 TOTAL OF LIEN-TULARE COUNTY
 \$ 138,800.97

Doc 1

2008-0068707

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

Hefner, Stark & Marois, LLP 2150 River Piaza Drive, Suite 450 Sacramento, CA 95833 Attn: Howard S. Nevins, Esq. Recorded | REC FEE | 13.98
Official Records |
County of | DONFORMED COPY 1.68
GREENEY B. HARDCOSTLE
Clerk Recorder |
| NS |
98:61AM 18-Oct-2688 | Page 1 of 2

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

NOTICE AND CLAIM OF MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN that Whirlpool Corporation, a corporation, claims a tien upon the real property described below for labor, services, materials, and/or equipment; specifically, for appliances furnished by the claimant, pursuant to California Civil Code § 3119, Whirlpool Corporation, and actually used in the construction of that certain work of improvement now upon and located on the real property located in the County of Tulare, State of California, and particularly described as follows:

523 S. Cloverleaf Street (Lot 297) Porterville, CA 93257

Said work of improvement as a whole and the whole of all said work of improvement and the land described above are sought to be charged with this lien.

The last known name and addresses of the owner of said real property are: ENNIS HOMES, INC., 643 N. WESTWOOD STREET, PORTERVILLE, CA 93257.

ENNIS HOMES, INC., is the name of the person to whom claimant furnished the labor, services, materials, and/or equipment, which said labor, services, materials, and/or equipment were actually used therein in the construction of said commercial buildings.

ENNIS HOMES, INC., was the contractor and person in charge of the work of improvement as a whole, and the work of improvement was made with the knowledge of and pursuant to the authority of ENNIS HOMES, INC.

The contract price of said labor, services, materials, and/or equipment was and is the sum of \$1,079.43, and said sum was and is the reasonable value thereof. There is now due, owing, and unpaid, the sum of \$1,079.43, after all adjustments, and after deducting all just credits and offsets, and the same has not been paid.

WHEREFORE, the undersigned claims the benefit of the law relative to mechanics' liens and works of improvements, to wit: Division 3 Title 15 of the Civil Code of the State of California.

1

Howard S. Nevins

Howard

Attorney for Claimant Whirlpool Corporation

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TitleWorks Description: Ron / Tulare / Year.Inst: 2008-068707 / Page 1 of 2 / Order:

Page 24

VERIFICATION

I declare that I am the owner/officer/authorized representative of claimant named in the foregoing claim of lien, and am authorized to make this verification for and on behalf of said claimant, and I make this verification for that reason. I have read the claim of lien and know the contents thereof and the same is true and contains among other things, a correct statement of claimant's demand after deducting all just credits and offsets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 8, 2008, at Sacramento, California.

Howard S. Nevins

Attorney for Claimant Whirlpool Corporation

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TitleWorks Description: Ron / Tulare / Year.Inst: 2008-068707 / Page 2 of 2 /

Exhibit_

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2008-0073228

Recorded | REC FEE 10.00

Official Records | CONFORMED COPY 1.00

Tulare | Clark Recorder | DJF

12:33PM 31-Oct-2008 | Page 1.0f.1.

RECORDING REQUESTED BY & MAR. TO:

HAME Fenceworks, Inc.

STREET
ADDRESS 4750 Burr Street, Suite B
CITY, STATE &
ZIP CODE Bakersfield, CA 93308

SPACE ABOVE THIS LINE FOR RECORDER'S USE -

STATE OF CALIFORNIA MECHANIC'S LIEN (Claim of Lien)
The undersigned, Fenceworks
(FULL MAME OF PERSON ON FIRM CLAMMIG MECHANICS LIEN - CONTRACTORS LIES MAME EXACTLY AS IT APPEARS ON CONTRACTOR'S LICENSE)
referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or
materials described below, furnished for a work of improvement upon that certain real property located in the County
of Tulare , State of California, and described as follows:
"New Expressions" project, Porterville, CA
523 S. Cloverleaf St. Lot: 297. Phase: 05
(DESCRIPTION OF PROPERTY WHERE THE WORK AND/OR MATERIALS WERE PURNISHED. ALTHOUGH THE STREET ADDRESS ALONE IS SUFFICIENT, IT IS RECOMMENDED TO DAYS BOTH THE STREET ADDRESS AND LEGAL DESCRIPTION.)
After deducting all just credits and offsets, the sum of \$ 1,889.52
(AMQUIRT OF CLAIM DUE AND UNPAID)
together with interest thereon at the rate of 12 per cent per annum from October 22 2008 is due claimant for the following labor, services, equipment and/or materials furnished by Claimant: Fence Material and Labor
(GENERAL DESCRIPTION OF THE WORK ANDION MATERIALS PURMISHED)
The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor,
services, equipment and/or materials is Ennis Homes, Inc.
643 N. Westwood Street, Porterville, CA 93257
(USUALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH, CLAMANT FOR THE WORK AND/OR MATERIALS)
The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Ennis Homes
643 N. Westwood Street, Porterville, CA 93257
(THIS INFORMATION CAN BE OBTAINED FROM THE COUNTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)
Name of Claimant Septembers By David Hall - Assoc. Manager
VERIFICATION
I, the undersigned, declare: I am the Assoc. Mgr. of Fenceworks
the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this verification for the
Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to
my own knowledge.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
October 30 David Half - Assoc, Manager (DATE OF SIGNATURE) (SIGNATURE OF THE CONTENTS OF THE CLAM OF MECHANICE LIBY ARE TRUE)
BEFORE YOU USE THIS FORM TILL IN ALL BLANCS AND MAKE WHATEVER CHANGES ARE APPROPRIATE AND NECESSARY TO YOUR MARTICULAR TRANSACTION. COASIALY A LAWYER IF YOU DOUBT THE FORMS FITHESS FOR YOUR MARRANTY, EXPRESS OR BAPLIED, WITH RESPECT TO THE MERCHANTABILITY OR FITHESS OF THIS FORM FOR AN INTENDED USE OR PURPOSE.

Exhibit	1	
Page	26	

18.66

RECORDING REQUESTED BY

BMC West Corp.

1330 N MAPLE AVE

FRESNO, CA 93703

AND WHEN RECORDED MAIL TO:

BMC West Corp.

1330 N. Maple Ave.

Fresno, CA 93703



2008-0074091

Recorded

Ufficial Records

County of

Tulare

GREBORY B. HARDONSTLE!

Clark Recorder

05:010M 95 Nov-2006 | DJF

SPACE ABOVE THIS LINE FOR RECORDER'S USE -

	MECHANIC	S' LIEN	
The undersigned BMC W	est Corp.		
Claimant daime a mach	Plans of promot time desiration and an annual annua	tion. Contractors was reason among	the It appears on contractor's Source)
City of Pur 121V	11. 4		-
City of 101 lety			, California
<u> </u>	New Expression	ns WT-52	-1
·	523 S Clover	as and legal description.)	
	JEU S CIOVEI	RUT	
	HCYTOrville	CA	
The sum of \$	GB20.08	1 4/1	
The sum of \$	(Amount of claim due and unpa	d	together with interest thereon
at the rate of 18 per	cent per annum from	01-	10-08
		Data when bed	trice between duel
is que dakhant alter ded	lucting all just credits and offse	ets for the following	work and materials furnished
by claimant LUMBER/BU.	ILDING MATERIALS/LABOR	continue an annual de Austria de Continue de	
	• • • • • • • • • • • • • • • • • • • •		
C	laimant furnished the work and	I materials at the rec	ruest of or under contract with
and the second s	,		
ENNIS HOMES 643 N	WESTWOOD STREET, PORTERV	ILLE, CA 93257	
ENNIS HOMES 643 N	WESTWOOD STREET, PORTERV [Name of person or first who ordered or contra	ILLE, CA 93257	
The owners and reputed	WESTWOOD STREET, PORTERV Plane of person or firm who endered or contra OWNERS of the real property or	ILLE, CA 93257	
The owners and reputed ENNIS HOMES, 643 N W	WESTWOOD STREET, PORTERY Please of person or firm who extense or control Owners of the real property of ESTWOOD STREET, PORTERY	ILLE, CA 93257	
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The owners and reputed ENNIS HOMES, 643 N W present name of owner of real property. This can be characteristically the characteristic of the forego contents thereof, the same declare under penalty of	WESTWOOD STREET, PORTERV Please of persen or firm who externe or control Owners of the real property of ESTWOOD STREET, PORTERVI In the established from the County Recording Firm Name BM Ch VERIFICA am the ADMINISTRATIVE MAN. [Presented] ing mechanics' lien. I have real is true of my own knowledge, perjury that the foregoing is true.	ILLE, CA 93257 ded for the work or malacidity leasehold interest at LLE, CA 93257 IC West Corp TION AGER OF A Manager of Appropriate De and correct. O Day When Sand	or comment or automoted agang. Sechanics' lien and know the
The owners and reputed ENNIS HOMES, 643 N W power name of owner of real property. This of the undersigned, say: I he claimant of the forego contents thereof, the same declare under penalty of	WESTWOOD STREET, PORTERV Please of persen or firm who externe or control Owners of the real property of ESTWOOD STREET, PORTERVI In the estatement from the County Recording Firm Name BM Ch VERIFICA am the ADMINISTRATIVE MAN Procedure ing mechanics' lien. I have rea is is true of my own knowledge. perjury that the foregoing is true	ILLE, CA 93257 ded for the work or malacidity leasehold interest at LLE, CA 93257 IC West Corp TION AGER OF A Manager of Appropriate De and correct. O Day When Sand	or comment or automoted agang. Sechanics' lien and know the

@ VFR, Inc., P.O. Box 7, Locusia, CA 95860 (918) 652-7237

FORM D

	Vendor	Amount Original	Amount Paid	Amount Outstanding
012	NEW Expensions 05-297	•		odescanding
ANCHLIGH				
BLANCUST	J J	476.92	.00	476.92
BLPAINT		4,250.00	.00	4,250.00
BMCWESTF		2,366.32	.00	2,366.32
CENTVLYO		5,352.78	.00	5,352.78
COULTERS	, , , , , , , , , , , , , , , , , , , ,	365.00	.00	365.00
CUSTVENT	111111111111111111111111111111111111111	2,750.55	.00	2,750.55
		122.84	.00	122.84
FREEMANC	Fenceworks Inc	1,889.52	.00	1,889.52
		10,734.08	.00	10,734.08
	F & S Shower Door	422.00	.00	422.00
GANGNAIL	Gang Nail Truss Co Inc	2,817.97	.00	2,817.97
	LinkUs Enterprises Inc.	2,775.00	.00	2,775.00
LOUITHON	The second secon	350.00	.00	350.00
MASTGARD		1,700.00	.00	1,700.00
MORTBROW	The same of the sa	6,100.00	.00	6,100.00
	Nelson Roofing Inc.	3,873.00	.00	3,873.00
	City Of Porterville	9,983.60	9,983.60	.00
	Quality Air	3,514.36	.00	3,514.36
	R & B Construction Clnup	2,457.96	.00	2,457.96
	Res-Com Pest Control	156.87	.00	156.87
	Sacramento Bld Cabinets	2,856.00	.00	2,856.00
	Sacramento Bld Insulatn	1,297.50	.00	1,297.50
SCEROSE		28.96	.00	28.96
SCGUTI	· -	28.24	.00	28.24
STARELEC		3,914.00	.00	3,914.00
SUMMPURT	Summer Purtle	224.10	.00	224.10
	Tri Valley Plastrng Inc.	3,368.10	.00	3,368.10
	Visal Cntr Top Desgn Inc	1,240.00	.00	1,240.00
	Visalia Pipe & Supply	853.77	.00	853.77
WHIRINC	Whirlpool Inc	1,079.43	.00	1,079.43
WINDPLUS	Windows Plus LLC	1,547.10	.00	1,547.10
	Xavier Sahagun Constrctn	5,721.00	.00	5,721.00
Job Total		84,616.97*	9,983.60*	74,633.37*
Project To	tal:	84,616.97*	9,983.60*	74,633.37*
Report Tota	ale:	84,616.97*	9,983.60*	74,633.37*

Exhibit "B"

Escrow No. 42109197-KH - Closed on October 16, 2008

Project: NEW EXPRESSIONS

Property: Lot 290 New Expressions Phase 5

580 S. Cloverleaf Street Porterville CA 93257

Escrow No.: 08-42109197-KH

Locate No.: CACT17754-7754-4421-0042109197

Title No.: 08-42109197-CU

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 290 of New Expressions Phase Five, in the City of Porterville, County of Tulare, State of California, according to the map thereof recorded May 21, 2007 in Book 42 Page 68 of Plats, Tulare County Records.

APN:

Exhibit Page - Legal(exhibit)(08-07)

·	2008-0069618
RECORDING REQUESTED BY	Recorded REC FEE 29.88 Official Records Country of Table Concepts & Homogen E
Sacramento Building Products, Inc.	Tulare SRESORY B. HARBORSTLE Clerk Recorder
AND WHEN RECORDED MAIL TO Sacramento Building Products P. O. BOX 815 WEST SACRAMENTO, CA 95691	08:01AM 15-Oct-2008 Page 1 of 4
N	flechanic's Lien
The Undersigned, Sacramento Bul	liding Products Claimant, claims a mechanic's lien upon person or firm as it appears on Mechanic's Lien)
the following described real property:	
City of: DINUBA, PORTERVILLE, TULARE, VISALIA	County of: TULARE , State of California and
described as: ENNIS HOMES - SEE ATTAC	HED
The sum of: \$138,890.97 together with inte	nest thereon at the rate of %18 percent per annum from
06/19/08 is due Claimant (after deductin	g all just credits and offsets) for the following labor, services,
equipment and/or materials furnished by Claim	insulation, Cabinet, FIREPLACE, GUTTER
Claimant furnished the labor, services, equipm	ent and/or materials at the request of, or under contract with:
ENNIS HOMES, 643 N WESTWOOD STREE	T. PORTERVILLE, CA 93257
The name(s) and address(es) of the owners o	r reputed owners of the property is/are:
ENNIS HOMES, 643 N WESTWOOD STREE	T, PORTERVILLE, CA 93257
Date: 10-9-2008 Name o	f Claimant: Sacramento Building Products
. Ву:	Cándice Kenney, Regional Credit Manager
	VERIFICATION
authorized to make this Verification. I have re	anager of the Claimant of the foregoing mechanic's lien; I am ad said claim of mechanic's lien and know the contents thereof; are under penalty of flerjury that the foregoing is true and correct. California Candice Kenney, for Sacramento Building Products

Exhibit___/

INV #	COMMUNITY	AMOU	NT DUE
	PARKSIDE VILLAGE, DINUBA		
44760BL	1677 EL PASO AVE, DINUBA	5	794.04
44674CD	1677 EL PASO AVE, DINUBA	\$	953.81
44874CI	1677 EL PASO AVE, DINUBA	\$	2,384.53
44674CP	1677 EL PASO AVE, DINUBA	\$	106.62
63971BL	1503 EL PASO AVE, DINUBA	<u> </u>	340.56
63971BT	1503 EL PASO AVE, DINUBA	S	613.00
63972BL	1519 EL PASO AVE, DINUBA	\$	503.43
63972BT	1519 EL PASO AVE, DINUBA	\$	764.87
63973BT	1504 SAN ANTONIA AVE, DINUBA	\$	567.83
63973BL	1504 SAN ANTONIA AVE, DINUBA	\$	374.41
62572CD	1504 SAN ANTONIA AVE, DINUBA	\$	562.16
62572CI	1504 SAN ANTONIA AVE, DINUBA	\$	1,405.39
62572CP	1504 SAN ANTONIA AVE, DINUBA	\$	839.99
63974B2	1564 SAN ANTONIA AVE, DINUBA	\$	337.15
63964CP	1564 SAN ANTONIA AVE, DINUBA	\$	842.83
67795FI	1623 EL PASO AVE, DINUBA	\$	630.43
	THE RANCH, PORTERVILLE 4441 WEST PROSPECT, VISALIA	\$	454.41
47184B2	4441 WEST PROSPECT, VISALIA	\$	757.28
47184BL	4441 WEST PROSPECT, VISALIA	- 5	1,488.52
45322CD	4441 WEST PROSPECT, VISALIA	- \$	5,954.07
45322CI	4441 WEST PROSPECT, VISALIA	- \$	2,203.24
45322CP	444 (WES) FROOI 201, 110 201	•	
	WILLIAMS RANCH, PORTERVILLE	S	792.51
63557BL	945 N. SILVER MAPLE ST., PORTERVILLE	- š	777.22
66631BL	935 N. SILVER MAPLE ST, PORTERVILLE	- ' -	1,183.03
66631BT	935 N. SILVER MAPLE ST, PORTERVILLE		1,211.15
65118CD	935 N. SILVER MAPLE ST, PORTERVILLE	<u></u>	3,290.89
65118CI	935 N. SILVER MAPLE ST, PORTERVILLE	- š	1,809.59
65118CP	935 N. SILVER MAPLE ST. PORTERVILLE	<u> </u>	1,049.70
67045BT	966 N. RED OAK ST., PORTERVILLE	- ' -	721.44
66635BL .	2174 W. BEL AIR COURT, PORTERVILLE	- š	1,093.33
66635BT	2174 W. BEL AIR COURT, PORTERVILLE	- š	1,143.82
65117CD	2174 W. BEL AIR COURT, PORTERVILLE 2174 W. BEL AIR COURT, PORTERVILLE		2,859.55
65117CI	2174 W. BEL AIR COURT, PORTERVILLE	- š	634.51
56636BL	944 N. SILVER MAPLE ST. PORTERVILLE 944 N. SILVER MAPLE ST. PORTERVILLE	<u> </u>	949.89
66636BT	944 N. SILVER MAPLE ST. PORTERVILLE	3	626.50
64533CD	944 N. SILVER MAPLE ST. PORTERVILLE		1,856.70
64533CI	944 N. SILVER MAPLE ST, PORTERVILLE	- 	936.05
64533CP	944 N. SILVER MAPLE ST, PORTERVILLE		
	MADISON CROSSING, VISALIA	\$	865.32
66178BT	2641 N. MENDONCA ST, VISALIA	s	840.29
63693CD	2641 N. MENDONCA ST, VISALIA	<u> </u>	2,100.7
63693CI	2641 N. MENDONCA ST, VISALIA	<u>\$</u>	1,248.7
63693CP	2641 N. MENDONCA ST, VISALIA		567.4
66178BL	2641 N. MENDONCA ST, VISALIA	<u>\$</u> \$	1,209.2
62568CD	3450 W. LARK AVE, VISALIA	<u> </u>	2,888.8
	3450 W. LARK AVE, VISALIA	3	۵,000.01
62568CI	3450 W. LARK AVE, VISALIA	S	1,716.6

		**************************************	892.74
67042GU	3450 W. LARK AVE, VISALIA	<u>`</u>	785.96
64766BL	3450 W. LARK AVE, VISALIA		1,375.03
68177BT _	3040 W. LARK AVE, VISALIA		
	SILVER CAKS, VISALIA		893.23
6590384	4013 W. BUENA VISTA AVE, VISALIA	<u> </u>	
65904BL	3951 W. BUENA VISTA AVE, VISALIA	<u> </u>	781.81
63691CD	3951 W. BUENA VISTA AVE., VISALIA		1,729.17
63691CI	3951 W. BUENA VISTA AVE, VISALIA	_ \$	2,208.70
6739CP	3951 W. BUENA VISTA AVE, VISALIA		1,325.22
67392BL	4023 W. BUENA VISTA AVE, VISALIA	<u> </u>	520.03
67392BT	4023 W. BUENA VISTA AVE, VISALIA	3	790.82
67597BL	1648 N. FULGHAM ST, VISALIA	<u> </u>	790.78
67597BT	1648 N. FULGHAM ST, VISALIA	<u> </u>	1,198.48
63692CD	4013 W. BUENA VISTA AVE, VISALIA		671.92
	4013 W. BUENA VISTA AVE, VISALIA	\$	1,679.79
63692CP	4013 W. BUENA VISTA AVE, VISALIA		1,007.88
64408CD	4023 W. BUENA VISTA AVE, VISALIA	<u> </u>	572.61
	4023 W. BUENA VISTA AVE, VISALIA		1,431.53
64408CI	1648 N. FULGHAM ST, VISALIA	\$	1,008.98
65119CD	1648 N. FULGHAM ST, VISALIA	\$	2,786.24
65119CI			
	COTTONWOOD, TULARE	s	910.73
63793CP	2379 TAHOE AVE, TULARE	- \$	929.81
65754CD	2307 TUOLUMNE AVE, TULARE	\$	2.588.32
65754CI	2307 TUOLUMNE AVÉ, TULARE	<u> </u>	1,386,52
65754CP	2307 TUOLUMNE AVE, TULARE	\$	981.85
68248CD	3003 PLACER ST, TULARE	\$	1,987.45
66248CI	3003 PLACER ST, TULARE	\$	782.57
66790BL	2307 TUOLUMNE AVE, TULARE	\$	1,182.46
66790BT	2307 TUOLUMNE AVE, TULARE		774.17
67500BL	3003 PLACER ST, TULARE		1,169.85
67500BT	3003 PLACER ST, TULARE		
	EAGLE GLEN, VISALIA		704.00
67046BT	1727 S. Casablanca St. Visalia	Ş	794.28
64071CD	1727 S. Casablanca St, Visalia	\$	864.11
64071CI	1727 S. Casabianca St, Visalia	\$	1,481.42
33731CD	4325 E. Cambridge Ave, Visalia	\$	1,671.28
33731CI	4325 E. Cambridge Ave, Visalia	\$	4,445.90
33758CD	4316 E. Cambridge Ave, Visalia	<u> </u>	1,199.40
33758CI	4316 E. Cambridge Ave, Visalia	\$	3,264.3
33763CD	4317 E. Cambridge Ave, Visalia	\$	1,156.32
33763CI	4317 E. Cambridge Ave, Visalia	\$	3,093.80
33763CP	4317 E. Cambridge Ave, Visalia	\$	1,723.4
63542CD	1749 Laguna St, Visalia	\$	892.9
63542CI	1749 Laguna St, Visalia	\$	1,655.5
63542CP	1749 Laguna St, Visalia	\$	993.3
33800CD	4135 E. Hillcrest Ave, Visalia	S	706.0
33800CD	4135 E. Hillcrest Ave, Visalia	\$	1,847.5
67047BT	4135 E. Hillcrest Ave, Visalia	\$	1,008.3

Exhibit	Ì	
Page	33	-

Doc 1

	NEW EXPRESSIONS		
67199BT	480 S. Cloverleaf St, Porterville	S	728.18
67333FD	480 S. Cloverleaf St, Porterville	S	158.77
67333FI	480 S. Cloverleaf St. Porterville	\$	6 36.31
67204BT	490 S. Cioverleaf St, Porterville	\$	713.70
66086BT	500 S. Cloverleaf St, Porterville	\$	733.12
66086BL	500 S. Cloverleaf St, Porterville	\$	485.45
64410CD	500 S. Cloverleaf St, Porterville	\$	455.29
64410Cl	500 S. Cloverleaf St, Porterville	\$	1,138.23
64410CP	500 S. Cloverleaf St, Porterville	\$	680.61
65235BT	540 S. Cloverleaf St. Porterville	5	737.36
65235BL	540 S. Cloverleaf St, Porterville	\$	485.45
65233BL	550 S. Cloverleaf St, Porterville	\$	485.45
63689CD	550 S. Cloverleaf St, Porterville	\$	456.40
. 636 89C 1	550 S. Cloverleaf St, Porterville	\$	1,141.00
63689CP	550 S. Cloverleaf St, Porterville .	\$	676.95
65234BL	560 S. Cloverleaf St, Porterville	\$	485.45
63690CD	560 S. Cloverleaf St, Porterville	\$	455.96
63890Cl	560 S. Cloverleaf St, Porterville	\$	1,139.89
63690CP	560 S. Cloverleaf St, Porterville	\$	· 676.95
66076BT	580 S. Cloverleaf St, Porterville	\$	796.98
66076BL	580 S. Cloverteaf St, Porterville	\$	525.67
64532CD	580 S. Cloverleaf St, Porterville	\$	575.15
64532CI	580 S. Cloverieaf St, Porterville	\$	1,437.89
64532CP	580 S. Cloverleaf St, Porterville	\$	858.49
67207BT	533 S. Cloverleaf St, Porterville	\$	713.70
66077BL	523 S. Cloverleaf St, Porterville	\$	525.67
66077BT	523 S. Cloverleaf St, Porterville	\$	796.98
67294CD	523 S. Cloverleaf St, Porterville	\$	576.57
67294CI	523 S. Cloverleaf St, Porterville	\$	1,441.42
67294CP	523 S. Cloverleaf St, Porterville	\$	858.49
7.27.77			

 SUBTOTAL
 \$ 138,771.97

 LIEN FEES
 \$ 29.00

 TOTAL OF LIEN-TULARE COUNTY
 \$ 138,800.97

2008-0068705

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

Hefner, Stark & Marois, LLP 2150 River Plaza Drive, Suite 450 Sacramento, CA 95833 Aun: Howard S. Nevins, Esq. Recorded | REC FEE 13.00
Official Records | Confune COPY 1.00
Tulare
GREGORY B. HAROCRSTLE!
Clark Recorder | N8
08:010N 10-Oct-2008 | Page 1 of 2

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

NOTICE AND CLAIM OF MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN that Whirlpool Corporation, a corporation, claims a lien upon the real property described below for labor, services, materials, and/or equipment; specifically, for appliances furnished by the claimant, pursuant to California Civil Code § 3110, Whirlpool Corporation, and actually used in the construction of that certain work of improvement now upon and located on the real property located in the County of Tulare, State of California, and particularly described as follows:

580 S. Cloverleaf Street (Lot 290) Porterville, CA 93257

of Enris Homertagns much les lot 290_tulers.and

Said work of improvement as a whole and the whole of all said work of improvement and the land described above are sought to be charged with this lien.

The last known name and addresses of the owner of said real property are: ENNIS HOMES, INC., 643 N. WESTWOOD STREET, PORTERVILLE, CA 93257.

ENNIS HOMES, INC., is the name of the person to whom claimant furnished the labor, services, materials, and/or equipment, which said labor, services, materials, and/or equipment were actually used therein in the construction of said commercial buildings.

ENNIS HOMES, INC., was the contractor and person in charge of the work of improvement as a whole, and the work of improvement was made with the knowledge of and pursuant to the authority of ENNIS HOMES, INC.

The contract price of said labor, services, materials, and/or equipment was and is the sum of \$1,079.43, and said sum was and is the reasonable value thereof. There is now due, owing, and unpaid, the sum of \$1,079.43, after all adjustments, and after deducting all just credits and offsets, and the same has not been paid.

WHEREFORE, the undersigned claims the benefit of the law relative to mechanics' liens and works of improvements, to wit: Division 3 Title 15 of the Civil Code of the State of California.

Howard S. Nevins

Attorney for Claimant Whirlpool Corporation

1

Exhibit 1
Page 35

VERIFICATION

I declare that I am the owner/officer/authorized representative of claimant named in the foregoing claim of lien, and am authorized to make this verification for and on behalf of said claimant, and I make this verification for that reason. I have read the claim of lien and know the contents thereof and the same is true and contains among other things, a correct statement of claimant's demand after deducting all just credits and offsets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 8, 2008, at Sacramento, California.

Howard S. Nevins

Attorney for Claimant Whirlpool Corporation

2

Page 36

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142 541			10351	58 B1	
IIR ESI			18361		
MH	11 8 6 1		MISS!	## DF	

2008-0073227

RECORDING REQUESTED BY & MAIL TO:

NAME Fenceworks, Inc.

STREET ADDRESS 4750 Burr Street, Suite B
CITY, STATE Bakersfield, CA 93308

- SPACE ABOVE THIS LINE FOR RECORDER'S USE -

STATE OF CALIFORNIA MECHANIC'S LIEN (Claim of Lien)

The undersigned, Fenceworks
(FULL MAME OF PERSON OR FIRM CLAIMING MECHANIC'S LIER - CLITITIAC TOTAL CONTINUE CON
referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or
materials described below, furnished for a work of improvement upon that certain real property located in the Cou
of Tulare State of California, and described as follows:
"New Expressions" project, Porterville, CA
580 S. Cloverleaf St. Lot: 290, Phase: 05
(DESCRIPTION OF PROPERTY WHERE THE WORK ANDOR MATERIALS WERE FURNISHED. ALTHOUGH THE STREET ADDRESS ALONE IS SUFFICIENT, IT IS RECOMMENDED TO GIVE SOTH THE STREET ADDRESS AND LEGAL DESCRIPTION.)
After deducting all just credits and offsets, the sum of \$ 763.75
together with interest thereon at the rate of 12 per cent per annum from October 22 2008 is
claimant for the following labor, services, equipment and/or materials furnished by Claimant:
Fence Material and Labor
(GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS PURNISHED)
The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor,
services, equipment and/or materials is Ennis Homes, Inc.
643 N. Westwood Street, Porterville, CA 93257
(LIBLIALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH, CLAMANT FOR THE WORK ANDIOR MATERIALS)
The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Ennis Homes
643 N. Westwood Street, Porterville, CA 93257
(THIS INFORMATION CAN BE OBTAINED FROM THE COURTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)
Name of Claimant Fencaworks By David Hall - Assoc. Mana
VERIFICATION
I, the undersigned, declare: I am the Assoc. Mgr. of Fenceworks
the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this verification for the
Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true
my own knowledge.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
David Hall - Assoc, Manager
(DATE OF SIGNATURE) (SIGNATURE OF THE RICHARDLA WHOMERSFEE THAT THE CONTENTS OF THE CLASS OF MECHANICS LIES ARE I
BEFORE YOU USE THIS FORM FILL IN ALL BLANDS AND MAKE IMMATEVER CHANGES ARE APPROPRIATE AND NECESSARY TO YOUR PARTICULAR TRANSACTION CONSULT ALAWYER IF YOU COURT THE FORM S FITHERS FOR YOUR PURPOSE AND USE MINN. THE CONTRACTOR GROWN MAKES NO REPRESENTATION OR YARRIANTY, EXPRESS OR MAINTENED WITH MESPECT TO THE MERCHARTABILITY OR FITHES SO OF MINISTED USE OR PURPOSE.

RECORDING REQUESTED BY

BMC West Corp. 1330 N MAPLE AVE

1330 N MAPLE AVE FRESNO, CA 93703

AND WHEN RECORDED MAIL TO:

BMC West Corp.

1330 N. Maple Ave.

Fresno, CA 93703

2008-0074088

Recorded | REC FEE
Ufficial Records |
County of |
Tulare |
GRESORY B. HARDCRSTLE|
Clark Recorder |

18. 0

00:01FM 95-New-2006 | Page 1 of 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE -

	MECHANICS' LIEN
The undersigned BMC West Corp.	or Bran claiming machanion flors. Contractors who means matchy as it appears on contractor's Tonassel
Claimant claims a mechanics' lien upon	the following described real property:
city of Parterville	County of TUICITE California,
NOW EX	DRSSIONS 401-5290
(General description of property box, if possi-	y firers the work or mesentals were furnished. A sensol against in sufficient, aftire, use help press address and regal departation.)
<u> </u>	s. cloverleat
Diszl	
Fort	prville CA
The sum of \$GUG.	2. 60 together with interest thereon
at the rate of 18 percent per annum	from 09-10-09
	Bittle seattle parameter const.
is due claimant after deducting all just of	redits and offsets for the following work and materials furnished
by claimant LUMBER/BUILDING MATERI	Intel primarial description of work or materials kerninford
	and the second s
	ed the work and materials at the request of, or under contract with
ENNIS HOMES 643 N WESTWOOD STRI	LEET, PORTERVILLE, CA 93257 If then who property or constrained for the work or materials)
The owners and reputed owners of the re	eal property or leasehold interest are
ENNIS HOMES, 643 N WESTWOOD STRE	SET, PORTERVILLE, CA 93257
(Inpart name of owner of real propedly, This can be obtained from the Cau	
	Firm Name BMC West Corp.
	By: (Squality of countries or indicational against:
	Chris Johnson
-	VERIFICATION
	YERIFICATION
I, the undersigned, say: I am the ADMINI	STRATIVE MANAGER OF
the claimant of the foregoing mechanics contents thereof, the same is true of my contents.	s' lien. I have read said claim of mechanics' lien and know the own knowledge.
I declare under penalty of perjury that the	e foregoing is true and correct.
Executed on 11/3/08	at FRESNO / California
(Cate of Signature)	(City Witness Signess
	Parsional algorature of the individual who is swearing that the contents
	of the costs of michaetics feet are true; Chris Johnson
· ·	

@ VFR, Inc., P.O. But 7, Loomis, GA 95080 (916) 652-7237

FORM D

Exhibit | 38

Filed 12/475/499Homes
All invoices are printed.

		Amount	Amount	Amount
	Vendor	Original	Paid	Outstanding
012	NEW Expressions 05-290			
	-290 Close Date 10-16-2008			
ANCHLIGH	Anchor Lighting	432.86	.00	432.86
BLANCUST	Blanks Cstm Drywll & Pnt	4,290.00	.00	4,290.00
	Bill Slatten Painting	2,166.72	.00	2,166.72
BMCWESTF	BMC West Corp Frame	6,404.75	.00	6,404.75
	Central Valley Overhd Dr	365.00	.00	365.00
CLOVSTON	Clovs Stn & Lndscp Suppl	4,300.00	.00	4,300.00
	Coultrs Of Prtrvll, Inc	2,827.50	.00	2,827.50
FENCEWOR	Fenceworks Inc	768.75	.00	768.75
FREEMANC	Freeman Cement	10,581.56	8,438.28	2,143.28
FSDOOR	F & S Shower Door	422.00	.00	422.00
GANGNAIL	Gang Nail Truss Co Inc	2,887.23	.00	2,887.23
LINKENTE	LinkUs Enterprises Inc.	475.00	.00	475.00
	Louis Thompson Excavatn	350.00	.00	350.00
MASTGARD	Master Gardens Landscape	1,700.00	.00	1,700.00
MORTBROW	Morton & Brwn Plmbng Inc	6,100.00	.00	6,100.00
NELSROOF	Nelson Roofing Inc.	3,933.00	.00	3,933.00
PERFECTI	Perfection Iron	575.00	.00	575.00
PORCITY	City Of Porterville	9,979.10	9,979.10	.00
QUALAIR	Quality Air	3,514.36	2,460.05	1,054.31
RBCCLEAN	R & B Construction Clnup	2,457.96	.00	2,457.96
RES-PEST	Res-Com Pest Control	156.87	.00	156.87
SACRBLDC	Sacramento Bld Cabinets	2,856.00	.00	2,856.00
SACRBLDI	Sacramento Bld Insulatn	1,297.50	.00	1,297.50
SCEROSE	SCE	32.31	.00	32,31
SCGUTI	SCG	136.31	.00	136.31
STARELEC	Star Electric Inc	2,348.40	.00	2,348.40
SUMMPURT	Summer Purtle	224.10	.00	224.10
TRIVALLE	Tri Valley Plastrng Inc.	3,934.60	.00	3,934.60
VISACOUN	Visal Cntr Top Desgn Inc	1,240.00	.00	1,240.00
VISAPIPE	Visalia Pipe & Supply	853.77	.00	853.77
WHIRINC	Whirlpool Inc	1,079.43	.00	1,079.43
WINDPLUS	Windows Plus LLC	1,572.43	.00	1,572.43
XAVISAHA	Xavier Sahagun Constrctn	5,681.00	.00	5,681.00
Job Total		85,943.51*	20,877.43*	65,066.08*
Project To	tal:	85,943.51*	20,877.43*	65,066.08*
Report Tot	als:	85,943.51*	20,877.43*	65,066.08*

Exhibit "C"

Escrow No. 42109181-KH - Closed on October 16, 2008

Project: WILLIAMS RANCH

Property: Lot 133 Williams Ranch Phase 4

935 N. Silver Maple Street Porterville CA 93257

Exhibit_____

Escrow No.: 08-42109181-KH

Locate No.: CACTI7754-7754-4421-0042109181

Title No.: 08-42109181-CU

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 133 of Williams Ranch, Phase Four, in the City of Porterville, County of Tulare, State of California, according to the map thereof recorded in Book 42 Page 35 of Maps, Tulare County Records.

A Certificate of Correction for Williams Ranch, Phase Four, recorded April 11, 2007, as Document No. 2007-0034379, of Official Records, which states the street shown as Bel-Aire Court should be Terry Court and the street shown as Terry Court should be Bel-Aire Court.

APN: 245-030-016

Exhibit Page - Legal(exhibit)(08-07)

Exhibit____

RECORDING REQUESTED BY

Sacramento Building Products, Inc.

AND WHEN RECORDED MAIL TO
Sacramento Building Products
P. O. BOX 815

WEST SACRAMENTO, CA 95891

Mechanic's Lien

The Unc	dersigned,		Building Pr			ims a mechanic's lien upon
		(Nan	ne of person or fi	rm as it appears on M	echanic's Lien)	
the following di	escribed real (property:				
City of: DINUBA,	PORTERVILLE	TULARE, VISA	LIA Court	ty of: TULARE		, State of California and
described as:	ENNIS HOM	ES - SEE AT	TACHED			
The sum of:	\$ 138,800.97	together with	h interest ther	eon at the rate of	%18 percent pe	r annum from
06/19/08	is due Claima	unt (after dedi	ucting all just	credits and offsets) for the followin	ng labor, services,
equipment and	Vor materials 1	umished by 0	Claimant:	INSULA	TION, CABINE	FIREPLACE, GUTTER
Claimant fumis	shed the labor.	, services, eq	uipment and/o	or materials at the	request of, or u	nder contract with:
ENNIS HOME	s, 643 N WES	TWOOD ST	REET, PORTI	ERVILLE, CA 932	57	
The name(s) a	nd address(e:	s) of the owne	ers or reputed	owners of the pro	perty is/are:	•
ENNIS HOME	S, 643 N WES	TWOOD STI	REET, PORTI	ERVILLE, CA 932	57	
Date: 10-9-200	98	Nar By:	An An	nt: Sacramento Bu	ilding Products	
			lit Manager of			chanic's lien; I am
		nowledge. I		penalty of perjun	that the foregoing	the contents thereof; ing is true and correct. cramento Building Products
authorized to n the same is tru	nake this Veril	ication. I hav nowledge. I	re read said d dectare under	aim of mechanic's penalty of perjun	ilien and know to that the foregoing	the contents thereof; ing is true and correct.

INV#	COMMUNITY	AMOL	INT DUE
	PARKSIDE VILLAGE, DINUBA		
44760BL	1677 EL PASO AVE, DINUBA	\$	794.04
44674CD	1677 EL PASO AVE, DINUBA	<u> </u>	953.81
44674CI	1677 EL PASO AVE, DINUBA	\$	2,384.53
44674CP	1677 EL PASO AVE, DINUBA	\$	106.62
63971BL	1503 EL PASO AVE, DINUBA	\$	340.56
63971BT	1503 EL PASO AVE, DINUBA	\$	613.00
63972BL	1519 EL PASO AVE, DINUBA	\$	503.43
63972BT	1519 EL PASO AVE, DINUBA	\$	764.87
6397 3 8T	1504 SAN ANTONIA AVE, DINUBA	\$	567.83
53973BL	1504 SAN ANTONIA AVE, DINUBA	\$	374.41
62572CD	1504 SAN ANTONIA AVE, DINUBA	\$	562.16
62572CI	1504 SAN ANTONIA AVE, DINUBA	\$	1,405.39
62572CP	1504 SAN ANTONIA AVE, DINUBA	\$	839.99
6397482	1564 SAN ANTONIA AVE, DINUBA	\$	337.15
63964CP	1564 SAN ANTONIA AVE, DINUBA	\$	842.83 630.43
67795FI	1623 EL PASO AVE, DINUBA	<u> </u>	530,43
	THE RANCH, PORTERVILLE		
.746400	4441 WEST PROSPECT, VISALIA	Ş	454.41
4718482	4441 WEST PROSPECT, VISALIA	- 5	757.28
47184BL	4441 WEST PROSPECT, VISALIA	\$	1,488.52
45322CD 45322CI	4441 WEST PROSPECT, VISALIA	- 5	5,954.07
	4441 WEST PROSPECT, VISALIA	- \$	2,203.24
45322CP		•	
	WILLIAMS RANCH, PORTERVILLE		
63557BL	945 N. SILVER MAPLE ST., PORTERVILLE	\$	792.51
66631BL	935 N. SILVER MAPLE ST, PORTERVILLE		777.22
66631BT	935 N. SILVER MAPLE ST, PORTERVILLE	5	1,183.03
65118CD	935 N. SILVER MAPLE ST, PORTERVILLE	3	1,211.15
65118CI	935 N. SILVER MAPLE ST, PORTERVILLE	\$	3,290.89
65118CP	935 N. SILVER MAPLE ST, PORTERVILLE	\$	1,809.59
67045BT	966 N. RED OAK ST., PORTERVILLE	\$	1,049.70
66635BL .	2174 W. BEL AIR COURT, PORTERVILLE	\$	721.44
66635BT	2174 W. BEL AIR COURT, PORTERVILLE	<u> </u>	1,093.33
65117CD	2174 W. BEL AIR COURT, PORTERVILLE	<u> </u>	1,143.82
65117Cl	2174 W. BEL AIR COURT, PORTERVILLE	<u> </u>	2,859.55 634.51
66636BL	944 N. SILVER MAPLE ST, PORTERVILLE		949.89
66636BT	944 N. SILVER MAPLE ST. PORTERVILLE	<u> </u>	626.50
64533CD	944 N. SILVER MAPLE ST, PORTERVILLE	- š	1,856.70
64533C1	944 N. SILVER MAPLE ST, PORTERVILLE	- 3	936.05
64533CP	944 N. SILVER MAPLE ST, PORTERVILLE		330.03
	THE DISCON COORSING MISALIA		
	MADISON CROSSING, VISALIA 2641 N. MENDONCA ST, VISALIA	<u> </u>	865.32
66178BT	2641 N. MENDONCA ST, VISALIA 2641 N. MENDONCA ST, VISALIA	<u> </u>	840.29
63693CD	2641 N. MENDONCA ST, VISALIA 2641 N. MENDONCA ST, VISALIA	<u> </u>	2,100.72
63693CI	2641 N. MENDONCA ST, VISALIA	<u> </u>	1,248.78
63693CP	2641 N. MENDONCA ST, VISALIA 2641 N. MENDONCA ST, VISALIA	- \$	567.46
66178BL	3450 W. LARK AVE, VISALIA	<u> </u>	1,209.27
62568CD	3450 W. LARK AVE, VISALIA	- 5	2,888.80
62568CI	3450 W. LARK AVE, VISALIA	\$	1,716.68
62568CP	CHANGE AT FURTHER AND		

Exhibit		
Page	43	

	3450 W. LARK AVE, VISALIA	\$	892.74
67042GU	3450 W. LARK AVE, VISALIA	S	78 5.96
647 68BL	3040 W. LARK AVE, VISALIA	\$	1,375.03
68177BT	3040 W. DARK AVE, VIOLES		
	SILVER OAKS, VISALIA		
	4013 W. BUENA VISTA AVE, VISALIA	*	893.23
85903BL	3951 W. BUENA VISTA AVE. VISALIA	\$	781.81
65904BL	3951 W. BUENA VISTA AVE. VISALIA	- 5	1,729.17
63691CD	3951 W. BUENA VISTA AVE. VISALIA	- \$	2,208.70
63691CI	3951 W. BUENA VISTA AVE, VISALIA 3951 W. BUENA VISTA AVE, VISALIA	- \$	1,325.22
6739CP	4023 W. BUENA VISTA AVE. VISALIA	5	520.03
6739281.	4023 W. BUENA VISTA AVE, VISALIA	- \$	790.82
673928T	1648 N. FULGHAM ST, VISALIA	\$	790.78
67597BL	1648 N. FULGHAM ST, VISALIA	- 5	1,198.48
67597BT	4013 W. BUENA VISTA AVE, VISALIA	- 5	671.92
63692CD	4013 W. BUENA VISTA AVE, VISALIA	\$	1,679.79
63 69 2CI	4013 W. BUENA VISTA AVE, VISALIA	<u> </u>	1,007.88
63692CP	4013 W. BUENA VISTA AVE, VISALIA	- 5	572.61
64408CD	4023 W. BUENA VISTA AVE. VISALIA	- 5	1,431.53
64408CI	1648 N. FULGHAM ST, VISALIA	- 5	1,008.98
65119CD	1648 N. FULGHAM ST, VISALIA	\$	2,786.24
65119CI	1648 N. PULGHAM ST, VIOLET		
	COTTONWOOD, TULARE		
	2379 TAHOE AVE, TULARE	\$	910.73
63793CP	2307 TUOLUMNE AVE, TULARE	\$	929.81
65754CD	2307 TUOLUMNE AVE, TULARE	\$	2,588.32
65754CI	2307 TUOLUMNE AVE, TULARE	\$	1,386.52
65754CP	3003 PLACER ST, TULARE	\$	981.85
66248CD	3003 PLACER ST, TULARE	\$	1,987.45
68248CI	2307 TUOLUMNE AVE, TULARE	\$	782.57
66790BL	2307 TUOLUMNE AVE, TULARE	\$	1,182.46
66790BT	3003 PLACER ST, TULARE	\$	774.17
67500BL	3003 PLACER ST, TULARE	\$	1,169.85
67500BT	3001 310		•
	EAGLE GLEN, VISALIA		704.00
CTOACGT	1727 S. Casablanca St. Visalia	Ş	794.28
67046BT 64071CD	1727 S. Casabianca St, Visalia	Ş	864.11 1,481.42
64071CI	1727 S. Casablanca St, Visalia	\$	1,671.28
33731CD	4325 E. Cambridge Ave, Visalia	\$	4,445.90
33731CD	4325 E. Cambridge Ave, Visalia	Ş	1,199.46
33758CD	4316 E. Cambridge Ave, Visalia	<u> </u>	3,264.35
33758CI	4316 E. Cambridge Ave, Visalia	<u> </u>	1,156.32
33763CD	4317 E. Cambridge Ave, Visalia		3,093.80
33763CI	4317 E. Cambridge Ave, Visalia	\$	1,723.45
33763CP	4317 E. Cambridge Ave, Visalia	- ;	892.99
63542CD	1749 Laguna St, Visalia		1,655.50
63542CI	1749 Laguna St, Visalia	<u>;</u>	993.30
63542CP	1749 Laguna St, Visalia		706.00
33800CD	4135 E. Hillcrest Ave, Visalia	\$	1,847.50
33800CI	4135 E. Hillcrest Ave, Visalia	\$	1,008.36
67047BT	4135 E. Hillcrest Ave, Visalia		.,

Exhibit	1	
Page	44	

	NEW EXPRESSIONS		
67199BT	480 S. Cloverleaf St, Porterville	\$	728.18
67333FD	480 S. Cloverleaf St. Porterville	\$	158.77
67333FI	480 S. Cloverleaf St, Porterville	\$	6 36 .31
67204BT	490 S. Cloverleaf St., Porterville	\$	713.70
66086BT	500 S. Cloverleaf St. Porterville	\$	733.12
66086BL	500 S. Cloverleaf St, Porterville	\$	485.45
64410CD	500 S. Cloverleaf St, Porterville	\$	455.29
54410Cl	500 S. Cloverleaf St, Porterville	\$	1,138.23
54410CP	500 S. Cloverleaf St, Porterville	\$	6 80.61
65235BT	540 S. Cloverleaf St, Porterville	5	737.36
65235BL	540 S. Cloverleaf St, Porterville	\$	485.45
65233BL	550 S. Cloverleaf St, Porterville	\$	485.45
63689CD	550 S. Cloverleaf St, Porterville	\$\$	456.40
63689C1	550 S. Cloverleaf St, Porterville	\$	1,141.00
63689CP	550 S. Cloverleaf St, Porterville	\$	676.95
65234BL	560 S. Cloverleaf St, Porterville	\$	485.45
63690CD	560 S. Cloverleaf St, Porterville	\$	455.96
63690Cl	560 S. Cloverleaf St, Porterville	\$	1,139.89
63690CP	560 S. Cloverleaf St, Porterville	\$	676.95
66076BT	580 S. Cloverleaf St, Porterville	5	796.98
66076BL	580 S. Cloverleaf St, Porterville	\$	525.67
64532CD	580 S. Cloverleaf St, Porterville	\$	575.15
64532CI	580 S. Cloverleaf St, Porterville	\$	1,437.89
64532CP	580 S. Cloverleaf St, Porterville	\$	858.49
67207BT	533 S. Cloverleaf St, Porterville	S	713.70
66077BL	523 S. Cloverleaf St, Porterville	\$	525.67
66077BT	523 S. Cloverleaf St, Porterville	\$	796.98
67294CD	523 S. Cloverleaf St, Porterville	\$	576.57
67294CI	523 S. Cloverleaf St, Porterville	<u> </u>	1,441.42
67294CP	523 S. Cloverleaf St, Porterville	\$	858.49

 SUBTOTAL
 \$ 138,771.97

 LIEN FEES
 \$ 29.00

 TOTAL OF LIEN-TULARE COUNTY
 \$ 138,800.97

Exhibit______

RECORDING REQUESTED BY

VIKING READY MIX, INC.

VIKING READY MIX, INC.

Address P.O. BOX 9129 City &

FRESNO

Name

State

AND WHEN RECORDED MAIL TO:

CÅ

93790

2008-0070942

Recorded Official Records County of

10,80

Tulare SIEBONY B. HANDCASTLE! Clerk Recorder

CONFORMED COPY 1.06 LIEN NOTICE 13.80

11:580M 21-Oct-2008 | Page 1 of 1

PACE ABOVE THIS LINE FOR RECORDER'S US

		VIKING READY N	MX, INC.	
He Undersigned (Mar	as of person or firm claiming machanic's lien. Co	ortractors Use name exactly	es il appears on contractor's license.)	
laimant, claims a me	chanic's lien upon the following desc	cribed real property:		•
City of	PORTERVILLE WILLIA eral description of property where the work of the	, County of	TULARE	California,
	WILLIA	MS RANCH (LOT 13	3) 35/1/ 1/20	1. xxle
Gen	eral description of property where the work or me but if possible, use both street an	steriels were furnished. A st idness and legal description.	rest address is sufficient,	
The sum of \$	6,402.31		together with interes	t thereon
	(amount of claim due and unpaid			
at the rate of	10 percent per annum from		October 10, 2008	
		(•	
s due claimant (after	deducting all just credits and offsets	for the following world	k and materials furnished	
ov claimant	DELIVERY OF RE	ADY MIX CONCRET	E AND RELATED MATERIAL	3
у сыятыпі	(insert general description of wo	rk or meterials furnished)		
	Claimant furnished the v		the rootseet of or social contra	ct with
	Cidillionit identification and a	AOUX SUIC LUSISSUSIES SU	Rie ledoca or or minor course	
	EMET CON	STRUCTION (A199)	76081)	
		STRUCTION (A199)	76081)	
The owners and repr	EMET CO! (Name of person or firm was ord	STRUCTION (A199) lered or contracted for the w	76081)	
	(Name of person or firm who ordulated owners of the property are	ASTRUCTION (A199) lered or contracted for the vid	75081) polt or materials) ENNIS HOMES RTERVILLE CA. 93257	***************************************
	EMET CO! (Name of person or firm was ord	ASTRUCTION (A199) lered or contracted for the vid	75081) polt or materials) ENNIS HOMES RTERVILLE CA. 93257	***************************************
	(Name of person or firm who ordulated owners of the property are	NSTRUCTION (A199) Interest or contracted for the way WESTWOOD, POI VRECORDER OF by checking the	75081) prk or maleriele) ENNIS HOMES RTERVILLE, CA. 93257 us building permit application at the Buildi	***************************************
	(Name of person or firm who ordulated owners of the property are	NSTRUCTION (A199) Interest or contracted for the way WESTWOOD, POI VRECORDER OF by checking the	PROBES ENNIS HOMES RTERVILLE, CA. 93257 Building permit application at the Building Name VIKING RE	ng Department) ADY MIX, INC.
(Insert name of owner of m	(Name of person or firm who ordulated owners of the property are ATTN: BRIAN ENNIS 643 N Il property. This can be obtained from the Count	NSTRUCTION (A199) Interest or continued for the western the second of the second	PROBES ENNIS HOMES RTERVILLE, CA. 93257 We building permit application at the Building Name (Styluture of cibimental at the Commental at t	ng Dopertment) ADY MIX, INC.
(theert name of owner of m	(Name of person or firm who ordulated owners of the property are ATTN: BRIAN ENNIS 643 N il property. This can be obtained from the Count	NSTRUCTION (A199) Intered or contracted for the virial properties of the virial properties of the contraction of the contractio	PROBES ENNIS HOMES ENNIS HOMES RTERVILLE CA. 93257 The building permit application at the Building Permit application	ng Department) ADY MIX, INC. withorized agent) NZALES
(theert name of owner of m	(Name of person or firm who ordulated owners of the property are ATTN: BRIAN ENNIS 643 N il property. This can be obtained from the Count	NSTRUCTION (A199) Intered or contracted for the virial properties of the virial properties of the contraction of the contractio	PROBES ENNIS HOMES ENNIS HOMES RTERVILLE CA. 93257 The building permit application at the Building Permit application	ng Department) ADY MIX, INC. Buttonized agent) NZALES
(Insert name of owner of mi VI I, the undersigned, s	EMET COM (Name of person or firm who ordinated owners of the property are ATTN: BRIAN ENNIS 643 N ii property. This can be obtained from the Count ERIFICATION ay I am the	NSTRUCTION (A199) Incred or contracted for the verification of the	PROBES ENNIS HOMES ENNIS HOMES RTERVILLE, CA. 93257 We building permit application at the Building Name VIKING RE (Significate of ceinmentier a RODNEY GO OUT MANAGER Entager of, "A partner of, "Owner of", etc.	ng Dopertment) ADY MIX, INC. OLD uthorized agent) NZALES
(theer name of owner of restaurant name of owner of restaurant of the same is	(Name of person or firm who ordulated owners of the property are ATTN: BRIAN ENNIS 643 N il property. This can be obtained from the Count	NSTRUCTION (A199) Intered or contracted for the vicinity of the vicinity of the contraction of the vicinity of the contraction	PROBES ENNIS HOMES ENNIS HOMES RTERVILLE, CA. 93257 We building permit application at the Building Name VIKING RE (Significate of ceinmentier a RODNEY GO OUT MANAGER Entager of, "A partner of, "Owner of", etc.	ng Dopertment) ADY MIX, INC. OLD uthorized agent) NZALES
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VII. the undersigned, s The claimant of the thereof; the same is	(Name of person or firm who ordinated owners of the property are ATTN: BRIAN ENNIS 643 N il property. This can be obtained from the Count ERIFICATION say I am the tonegoing mechanic's lien. I have restrue of my own knowledge. lity of perjury that the foregoing is tru October 10, 2008 (Date of Signature)	NSTRUCTION (A199) Interest or contracted for the verification of t	PROBES ENNIS HOMES ENNIS HOMES RTERVILLE, CA. 93257 We building permit application at the Building Robins Republication at the Building Robins Republication at the Building Robins Republication and Robins Rob	ng Department) ADY MIX, INC. Minoritised agent) NZALES California
VII. the undersigned, s The claimant of the thereof; the same is	(Name of person or firm who ordinated owners of the property are ATTN: BRIAN ENNIS 643 N il property. This can be obtained from the Count ERIFICATION say I am the tonegoing mechanic's lien. I have resitute of my own knowledge. lity of perjury that the foregoing is tru October 10, 2008 (Date of Signature)	WESTWOOD, POI y Recorder or by checking it By: CRED "President or, "Made and contect. at Personal signature. (CI Personal signature. The calm of mechanics.	PROBES ENNIS HOMES ENNIS HOMES ETERVILLE, CA. 93257 We building permit application at the Building Name VIKING RE (Significant of celemential a RODNEY GO OIT MANAGER entinger of, "A partner of, "Owner of", etc. antic's lien and know the conter	ng Department) ADY MIX, INC. Minoritised agent) NZALES California

FORM D

Exhibit	
Page	46



2008-0068700

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

Herner, Stark & Marois, LLP 2150 River Plaza Drive, Suite 450 Sacramento, CA 95833 Attn: Howard S. Nevins, Esq. Recorded | REC FEE - 13.66
Official Records | Comformed COPY 1.66
fulare
SIGNORY B. HARDCRSTLE|
Clerk Recorder | N8
68:01AN 18-Oct-2008 | Page 1 of 2

(SPACE ABOVE That

NOTICE AND CLAIM OF MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN that Whirlpool Corporation, a corporation, claims a lien upon the real property described below for labor, services, materials, and/or equipment; specifically, for appliances furnished by the claimant, pursuant to California Civil Code § 3110, Whirlpool Corporation, and actually used in the construction of that certain work of improvement now upon and located on the real property located in the County of Tulare, State of California, and particularly described as follows:

935 N. Silver Maple Street (Lot 133) Porterville, CA 93257

Said work of improvement as a whole and the whole of all said work of improvement and the land described above are sought to be charged with this lien.

The last known name and addresses of the owner of said real property are: ENNIS HOMES, INC., 643 N. WESTWOOD STREET, PORTERVILLE, CA 93257.

ENNIS HOMES, INC., is the name of the person to whom claimant furnished the labor, services, materials, and/or equipment, which said labor, services, materials, and/or equipment were actually used therein in the construction of said commercial buildings.

ENNIS HOMES, INC., was the contractor and person in charge of the work of improvement as a whole, and the work of improvement was made with the knowledge of and pursuant to the authority of ENNIS HOMES, INC.

The contract price of said labor, services, materials, and/or equipment was and is the sum of \$1,374.95, and said sum was and is the reasonable value thereof. There is now due, owing, and unpaid, the sum of \$1,374.95, after all adjustments, and after deducting all just credits and offsets, and the same has not been paid.

WHEREFORE, the undersigned claims the benefit of the law relative to mechanics' liens and works of improvements, to wit: Division 3 Title 15 of the Civil Code of the State of California.

Howard S. Nevins

Attorney for Claimant Whirlpool Corporation

Draft/Draft/ISNkPandingt/Whirlpool-Ennix Hamaslague much fies lot 133_briers.upd

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Exhibit_______

VERIFICATION

I declare that I am the owner/officer/authorized representative of claimant named in the foregoing claim of lien, and am authorized to make this verification for and on behalf of said claimant, and I make this verification for that reason. I have read the claim of lien and know the contents thereof and the same is true and contains among other things, a correct statement of claimant's demand after deducting all just credits and offsets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 8, 2008, at Sacramento, California.

loward S. Nevins

Attorney for Claimant Whirlpool Corporation

2

Exhibit /

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	10 of 10		
		2008-00	73233
		Recorded Official Records County of Tulare GREBORY B. HAROCASTLE Clark Recorder	REC FEE 18.90
RECORDING REQUESTED BY & MAIL TO:	ω_{ν}	12:33PN 31-Oct-2908	DJF t Page 1 of 1
Fenceworks, Inc.			
STREET 4750 Burr Street, Suite B			
CITY, STATE & CA 02208			
		HIS LINE FOR RECORDE	R'S USE
STATE OF CALIFO	RNIA MECHANI aim of Lien)	C'S LIEN	
The undersigned, Fericeworks (FULL NAME OF PERSON ON FRAM CLAIMING MECHANIC referred to in this Claim of Lien as the Claimant, claims materials described below, furnished for a work of important of Tulare State of California, and	a mechanic's lien for to rovernent upon that cer	he labor, services, equ	ipment and/or
"Williams Ranch" project, Porterville, CA			
Atter deducting all just credits and offsets, the sum of together with interest thereon at the rate of	s 1,919.00 (AMOUNT OF CLAIM DE per cent per annum fro	IE AND UNPAID) TO October 22. (DATE WHEN AMOUNT OF CLAI	2008 is due
IGENERAL DESCRIPTION OF	THE WORK ANDIOR MATERIALS FU	WIBHED)	had the Johan
The name of the person or company by whom Claima	nt was employed, or to	Whom Claimant lurns	ned the latter,
services, equipment end/or materials is Ennis Home		- CA 03357	
(USUALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CON-	wood Street, Portervill TRACTED WITH, CLAMANT FOR THE	WORK MIDIOR MATERIALS)	*
The name(s) and address(es) of the owner(s) or reput	ted owner(s) of the real	property is/are: Ennis	s Homes
RAT N Wor	throad Street, Portervi	Ne, CA 93257	· · · · · · · · · · · · · · · · · · ·
Ву	of Claimant Fencewor	ks	Assoc. Manager
	RIFICATION		
i, the undersigned, declare: I am the Assoc. Mgr.	of Fenceworks		***************************************
the Claimant named in the foregoing claim of mechan	ic's lien; I am authorize	d to make this verificat	ion for the
Claimant; I have read the foregoing claim of mechanic	c's lien and know the c	ontents thereof, and th	e same is true to
my own knowledge.			
I declare under penalty of perjury under the laws of the October 28 2008 (SIGNATURE) (SIGNATURE OF THE I	NOTIFICIAL WHO VERLIFIES THAT TH	David Hall - Asset E CONTENTS OF THE CLAM OF M	CHANC'S LIEN ARE TRUE
BLOCK OF BRIDGE FILL BLALL PLANES AND THAT THAT'S CHAP BLOCK OF LOS THE TORS FORMS FITNESS FOR YOUR FUNDLISHED ATO USE OR HIS WITH RESPECT TO THE SERCHANTABLETOR STINCES OF THIS F	GES ARE APPROPRIATE WILL WILL	SELAY TO YOUR PARTICULAR TRU	INSACTION CONTINT ARRANTY EXPINESS REV 07-01

Exhibit_		
Page	49	

RECORDING REQUESTED BY

BMC West Corp.

1330 N MAPLE AVE

FRESNO, CA 93703

AND WHEN RECORDED MAIL TO:

BMC West Corp.

1330 N. Maple Ave.

Fresno, CA 93703



2008-0074148

Recorded

Ufficial Records

County of

Fulare

GREBURY B. HARBORSTLES

Clerk Recorder I REC FEE 10.00

98:01AM 85-Nov-2006 | Page 1 of 1

SPACE ABOVE THIS LINE FOR RECORDERS USE -

MECHANICS' LIEN	
The undersigned BMC West Corp.	
Plants of person or first detailing mechanics flex. Contractors was a Clairmant claims a mechanics' lien upon the following described real	ane energy es it appears on consisters a normaly Loropperity:
City of	
williams, banch	# 4133
(Centeral description of property where the work enforced were furnished. A st	pot editives in sufficient.
9.35 N. SILVA. N	nole 4.
Pontonuille. C	A
The sum of 8 3 764 75	together with interest thereon
The sum of \$ 3,744.75	
at the rate of 18 percent per annum from 10)-31-08
تم is due claimant after deducting all just credits and offsets for the fol	lowing work and materials furnished
by claimant LUMBER/BUILDING MATERIALS/LABOR	Commission of the contract of
by claimant Londer, Building Materials has been of more of metadole hard	red
•	
Claimant furnished the work and materials at	
NNIS HOMES 643 N WESTWOOD STREET, PORTERVILLE, CA 9	3257
Batters to beneate as seek has so measure of challe belong at a bit help of a cha	
he owners and reputed owners of the real property or leasehold int	erest are
INNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93	erest are
INNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93	erest are
INNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93	erest are
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By:Chris Johnson	erest are 257
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ENNIS HOMES, 543 N WESTWOOD STREET, PORTERVILLE, CA 93 haven ratios of our property. This can be considered from the County Recorded. Firm Name BMC West County By: Chris Johnso VERIFICATION the undersigned say: Lam the ADMINISTRATIVE MANAGER OF	erest are 257 p July Separate of discount or sent-accord apart)
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Firm Name BMC West Core Chris Johnso Chris Johnso Weriff Cation The undersigned, say: I am the ADMINISTRATIVE MANAGER OF the claimant of the foregoing mechanics' lien; I have read said claimontents thereof, the same is true of my own knowledge.	persect are 257 p. J.
Firm Name BMC West Core Chris Johnso Chris Johnso Weriffcation the undersigned, say: I am the ADMINISTRATIVE MANAGER OF the claimant of the foregoing mechanics lien: I have read said claimants thereof, the same is true of my own knowledge: declare under penalty of perjury that the foregoing is true and corrected.	person of Committee and special and know the
Firm Name BMC West Core By: Chris Johnso VERIFICATION the undersigned, say: I am the ADMINISTRATIVE MANAGER OF the claimant of the foregoing mechanics lien: I have read said claimontents thereof, the same is true of my own knowledge, declare under penalty of perjury that the foregoing is true and correct executed on 11/3/08	persect are 257 p. J.
PARTITION OF THE COLOR OF THE C	person of the second se
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Report retires of ourser of real property. This can be obtained from the County Recorded. Firm Name BMC West Corn. By: Chris Johnson VERIFICATION the undersigned, say: I am the ADMINISTRATIVE MANAGER OF the claimant of the foregoing mechanics lien: I have read said claim contents thereof, the same is true of my own knowledge: declare under penalty of perjury that the foregoing is true and correct executed on 11/3/08 [Date of Spensors] [Date of Spensors]	person of Committee and special and know the
The undersigned, say: I am the ADMINISTRATIVE MANAGER OF the claimant of the foregoing mechanics' lien: I have read said claimant of the same is true of my own knowledge, declare under penalty of perjury that the foregoing is true and corrective under penalty of perjury that the foregoing is true and corrective under penalty of perjury that the foregoing is true and corrective under penalty of perjury that the foregoing is true and corrective under penalty of perjury that the foregoing is true and corrective under penalty of perjury that the foregoing is true and corrective under penalty of perjury that the foregoing is true and corrective under penalty of perjury that the foregoing is true and corrective under penalty of perjury that the foregoing is true and corrective under penalty of perjury that the foregoing is true and corrective under penalty of perjury that the foregoing is true and corrective under the penalty of perjury that the foregoing is true and corrective under the penalty of perjury that the foregoing is true and corrective under the penalty of penalty of perjury that the foregoing is true and corrective under the penalty of penal	person of Committee and special and know the
The case of corner of mail property. The case by observed from the County Recorded Firm Name BMC West Corner of mail property. The case by observed from the County Recorded Firm Name BMC West Corner of Mail Property. The case by observed from the County Recorded VERIFICATION the undersigned, say: I am the ADMINISTRATIVE MANAGER OF The claimant of the foregoing mechanics' lien: I have read said claim ontents thereof, the same is true of my own knowledge: declare under penalty of perjury that the foregoing is true and correct secured on 11/3/08 [Date of Separate] Personal separate	percent are 257 Declare of descent or service appears on a service and servic

Exhibit 50 Page_

All invoices are printed.

	aro princea.	Amount	Amount	Amount
	Vendor	Original	Paid	Outstanding
ı	Nilliams Rauch 04-133			•
030	•			
	-133 Close Date 10-15-2008			
	Anchor Lighting	812.42	.00	812.42
	Blanks Cstm Drywll & Pnt	5,484.80	.00	5,484.80
	Bill Slatten Painting	2,739.60	. 0 0	2,739.60
	BMC West Corp Frame	3,764.75	.00	3,764.75
	Central Valley Overhd Dr	365.00	.00	365.00
COULTERS	Coultrs Of Prtrvll, Inc	2,569.50	.00	2,569.50
	Emet Construction Inc	12,514.55	.00	12,514.55
FENCEWOR	Fenceworks Inc	1,919.00	.00	1,919.00
FSDOOR	F & S Shower Door	410.00	.00	410.00
GANGNAIL	Gang Nail Truss Co Inc	2,960.80	.00	2,960.80
KEITHBRO	Keith Brown Bldng Matrls	4,189.76	.00	4,189.76
LINKENTE	LinkUs Enterprises Inc.	475.00	.00	475.00
LOUITHOM	Louis Thompson Excavatn	350.00	.00	350.00
MASTGARD	Master Gardens Landscape	1,950.00	1,950.00	.00
MORTBROW	Morton & Brwn Plmbng Inc	6,800.00	.00	6,800.00
NELSROOF	Nelson Roofing Inc.	6,984.00	.00	6,984.00
PORCITY	City Of Porterville	10,467.01	10,439.05	27.96
PRECTILE	Precision Tile Works	5,353.50	.00	5,353.50
QUALAIR	Quality Air	3,280.40	2,870.35	410.05
RBCCLEAN	R & B Construction Clnup	2,551.52	.00	2,551.52
RES-PEST	Res-Com Pest Control	173.04	173.04	.00
SACRBLDC	Sacramento Bld Cabinets	6,281.51	.00	6,281.51
SACRBLDI	Sacramento Bld Insulatn	1,931.60	.00	1,931.60
SCEROSE	SCE	36.64	.00	36.64
SCGUTI	S C G	27.37	.00	27.37
STARELEC	Star Electric Inc	3,966.00	.00	3,966.00
SUMMPURT	Summer Purtle	247.20	.00	247.20
TRIVALLE	Tri Valley Plastrng Inc.	4,964.60	.00	4,964.60
	Visalia Pipe & Supply	853.77	.00	853.77
WHIRINC	Whirlpool Inc	1,374.95	.00	1,374.95
	Windows Plus LLC	1,709.62	.00	1,709.62
XAVISAHA	Xavier Sahagun Constrctn	5,488.00	.00	5,488.00
Job Total	-	102,995.91*	15,432.44*	87,563.47*
Project To	tal:	102,995.91*	15,432.44*	87,563.47*
Report Tot	als:	102,995.91*	15,432.44*	87,563.47*

Exhibit "D"

Escrow No. 42110035-KH - Closed on October 16, 2008

Project: SHADOW WOOD

Property: Lot 19 Shadow Wood Unit 5

2848 Lakeridge Court Tulare CA 93274

Escrow No.: 08-42110035-KH

Locate No.: CACTI7754-7754-4421-0042110035

Title No.: 08-42110035-CU

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 19 of Shadow Wood Unit No. 5, in the City of Tulare, County of Tulare, State of California, according to the map thereof recorded Volume 41, Page 22 of Maps, Tulare County Records.

APN: 184-170-090

Exhibit Page - Legal(exhibit)(08-07)

Exhibit |

Filed 12/1/1/1/1/199Homes
All invoices are printed.

Vendor	Amount Original	Amount Paid	Amount Outstanding
025 Shadow Wood 05019	•		,
025-05-019 Close Date 10-1	5-2008		
BLANCUST Blanks Cstm Drywll & Pnt	4,112.54	.00	4,112.54
BMCWESTF BMC West Corp Frame	2,190.43	.00	2,190.43
COULTERS Coultrs Of Prtrvll, Inc	•	.00	4,399.55
EMETCONS Emet Construction Inc	2,338.00	2,338.00	.00
FSDOOR F & S Shower Door	684.00	126.00	558.00
HENDON Vernon Hendon	10.00	10.00	.00
JCSCONST J C's Construction	1,430.76	1,430.76	.00
KENYPLAS Kenyon Plastering Inc	80.00	80.00	.00
PHILYOUN Phil Young Painting	2,349.36	.00	2,349.36
PRECTILE Precision Tile Works	3,462.50	.00	3,462.50
PRIMLAND Primow Landscp Mnt, Inc.	1,314.00	990.00	324.00
QUALAIR Quality Air	1,700.00	1,700.00	.00
RBCCLEAN R & B Construction Clnup	562.24	.00	562.24
RES-PEST Res-Com Pest Control	56.25	56.25	.00
RUFFA Bob Ruffa Electrical Inc	611.90	611.90	.00
SACRBLDC Sacramento Bld Cabinets	3,642.00	3,642.00	.00
SANJOAST San Joaquin Stairs Inc	350.00	.00	350.00
SCEROSE S C E	183.42	126.35	57.07
SCGUTI S C G	53.86	35.9 3	17.93
SUMMPURT Summer Purtle	401.60	401.60	.00
TUCOTAX Tulare Co Tax Collector	1,036.24	1,036.24	.00
WHIRING Whirlpool Inc	1,160.62	.00	1,160.62
WINDPLUS Windows Plus LLC	-80.00	.00	-80.00
Job Total	32,049.27*	12,585.03*	19,464.24*
Project Total;	32,049.27*	12,585.03*	19,464.24*
Report Totals:	32,049.27*	12,585.03*	19,464.24*

Exhibit "E"

Escrow No. 42109033-KH - Closed on October 20, 2008

Project: ARBOR PARK

Property: Lot 83 of LeParc, Unit II County Tract No. 788

1211 W. Muir Way Hanford CA 93230

Escrow No.: 08-42109033-KH

Locate No.: CACTI7754-7754-4421-0042109033

Title No.: 08-42109033-CU

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 83 of LeParc, Unit II County Tract No. 788, in the City of Hanford, County of Kings, State of California, according to the map thereof recorded in Volume 21 at Page 11 of Licensed Surveyor Plats, Kings County Records.

APN: 008-620-006

Exhibit Page - Legal(exhibit)(08-07)

Exhibit | Page 54

All invoices are printed.

Case 09-01294 Invoices by Project by Job by Vendor

10-29-2008

	Vendor	Amount Original	Amount Paid	Amount Outstanding
003				······································
003-02-	-083			
BLANCUST	Blanks Cstm Drywll & Pnt	7,905.00	7,905.00	
BMCWESTF	BMC West Corp Frame	12,571.12	12,571.12	.00
CENTVLYO	Central Valley Overhd Dr	634.00	634.00	.00
FSDOOR	F & S Shower Door	684.00	684.00	.00
GANGNAIL	Gang Nail Truss Co Inc	2,307.46	2,307.46	.00
HANCITY		18,089.91	18,066.52	.00
JAMECO		1,403.90	1,403.90	23.39
JWESPLUM		6,205.00	6,205.00	.00
KENNICS		5,836.00	5,315.00	.00
KENYPLAS	Kenyon Plastering Inc	7,685.61		521.0 0
KINCOTAX		241.84	7,685.61	.00
LINKENTE		575.00	241.84 287.50	.00
NELSROOF		5,933.00	· · · ·	287.50
ORTGCON		11,642.01	5,933.00	.00
PAVLELEC		7,140.00	11,642.01	.00
PHILYOUN		3,694.40	7,140.00	.00
RBCCLEAN	R & B Construction Clnup	2,169.00	2,586.08	1,108.32
RES-PEST	Res-Com Pest Control	119.70	2,169.00	.00
	Richard Sahagun Constr	8,590.00	119.70	.00
RIOSGENE		2,656.75	8,590.00	.00
SACRBLDC		4,517.86	.00	2,656.75
SACRBLDI	Sacramento Bld Insulatn	1,751.00	4,517.86	.00
Sanjoast		350.00	1,751.00	.00
SCEROSE		80.64	350.00	.00
SUMMPURT	Summer Purtle	424.96	34.49	46.15
	Visal Cntr Top Desgn Inc	170.00	165.98	258.98
	Windows Plus LLC	3,483.92	170.00	.00
Job Total	220		3,135.53	348.39
		116,862.08*	111,611.60*	5,250.48*
Project Tot	cal:	116,862.08*	111,611.60*	5,250.48*
Report Tota	ds:	116,862.08*	111,611.60*	5, 250, 48*

111,611.60*

Doc 1

Page_

5,250.48*

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RECORDING REQUESTED BY

Sacramento Building Products, Inc.

AND WHEN RECORDED MAIL TO Sacramento Building Products P. O. BOX 815 WEST SACRAMENTO, CA 95691

Doc Nor: 0819353

Doc Type: 13

Titles: 01 Pages: 002

Fees: 14.00

Taxes: 0.00

Paid: \$14.00

Kings County Clerk Recorder - 2728 10/14/2008 Ken Beird 01:25:39

-428

Mechanic's Lien

The Ur	dersigned,	Sacramento Building Produc		Claimant, claims a mechanic's lien upon
the following o	iescribed real	(Name of person or time as property:	it appears on Mech	EDIC'S LIBN)
CITY OF:	HANFORD	County of:	KINGS	. State of California and
described as:	ENNIS HON	ES - ARBOR PARK, SEE ATT/		
The sum of:	\$ 28,649.73	together with interest thereon a	t the rate of %1	8 percent per annum from
08/02/08	is due Claim	- ant (after deducting all just credit	s and offsets) fo	or the following labor, services,
ns treamqiupe	d/or materials	furnished by Claimant:	INSULATIO	N, CABINET, FIREPLACE
Claimant fumi	shed the labor	; services, equipment and/or ma	terials at the rec	uest of, or under contract with:
ENVIS HOME	<u> </u>	ITWOOD STREET, PORTERY	LE, CA 93257	
The name(s)	and address(e	s) of the owners or reputed owns	ers of the proper	ty is/are:
ENNIS HOME	S. 643 N WES	TWOOD STREET, PORTERVA	LE, CA 93257	
Date: 10-9-200	08	Name of Claimant: Sa	cramento Buildir	g Products
•		By: Candica Kenr	rey, Regional Ca	edit Meneger
		VERIFICA	TION	
authorized to m	nake this Verif		f mechanic's fier ity of partiury that	regoing mechanic's lien; I am I and know the contents thereof; It the foregoing is true and correct. Comments Building Products

TitleWorks / Page 1 of 2

Exhibit 58

INV #	ARBOR PARK, HANFORD	AN	OUNT DUE
65770BL	1050 W. Ambessador Dr. Hanford		790.50
53797CD	1050 W. Ambassador Dr. Hanford	\$	1,055.19
63797CI	1050 W. Ambassador Dr. Hanford	- \$	2,637.99
63797CP	1050 W. Ambassador Dr., Hanford	- \$	1,582.79
67 860EL	2331 N. Heron Dr, Henford	\$	517.40
58580CD	2331 N. Heron Dr. Hanford	- \$	1,069.11
66580C1	2331 N. Heron Dr., Hanford	\$	2,044.06
66580CP	2331 N. Heron Dr. Hanford	\$	1.226.43
67605BL	2302 N. Heron Dr. Hanford	- 5	5 59.96
35125CD	2302 N. Heron Dr. Hanford	\$	7 59.31
35125Cl	2302 N. Heron Dr. Hanford	\$	2,236.85
35125CP	2302 N. Heron Dr. Hanford	- \$	1,142.81
657683L	1255 W. Mule Way, Hanford	\$	622.54
96155FI	1255 W. Mulr Way, Harrford	- \$	5 85.34
56156FD	1255 W. Muir Way, Hanford	\$	155.40
53 796CD	1255 W. Muir Way, Hamford	\$	1.006,00
63798CI	1255 W. Mult Way, Harriord	- \$	2,515.00
63796CP	1255 W. Musk Way, Hanford		1.509.00
65902BL	/1211 W. Muir Way, Hamford	- 3	716.58
65 902BT	1211 W. Mult Way, Hanford	<u> </u>	1,085.93
63795CD	(,/I 💢 / 1211 W. Mulr Way, Hanford		917.57
53795CI	1211 W. Muir Way, Hanford	\$	2,294.68
53795CP	1211 W. Mulr Way, Harrford	\$	1,372.79
	SUBTOTAL LIEN FEES	 s s	28,635.73 14.03
	TOTAL OF LIEN	ş.	28,649.73

END OF DOCUMENT

TitleWorks / Page 2 of 2

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

Martia Bohigian Arakelian, Inc. DBA Builders Flooring 324 N. Minnewawa Ave. Clovis, CA 93612 Doc Nor: 0820212

Doc Type: 13

Titles: 01 Pages: 002

Fees: 14.00

Taxes: 0.00

Paid: \$14.00

Kings County Clark Recorder - 2728 10/29/2008 Ken Baird 92:13:05

-c'56

Title Order No.

Escrew No.

SPACE ABOVE THIS LINE FOR RECORDERS' USE

MECHANICS LIEN

The undersigned, Arakelian, Inc. DBA Builders Flooring . Claimant (name of passes or time claiming machinists lies. Contractors are more country as it opposes on the contractor flooring.)

claims a mechanics lien upon the following described real property: City of Hanford, County of Kings, California

Arbor Park 2 lot 62983, 1211 W. Mair Way, Hanford, CA 93239 (general description of property where the work or manufack were functioned. A street address in sufficient, but if possible, use both sense; address and legal description.)

The sum of \$4,439.15together with interest thereon at the rate of 8.00 (Amount of Claim due and organit)

percent per annum from 11/29/08 is due claimant (after deducting all just credits and ciffsets) for

the following work and material furnished by claimant:

Secring

(intert sexcess description of the work or materials familyhed)

Chaimant furnished the work and materials at the request of, or under contract with Ennis Hemes (name of the person or fam who ordered or contract for the work or materials.)

The owners or reputed owners of the property are: Entire Monnes PORTERVILLE CA 93257 (from name of some of and property. This can be similared from the country accorder or by checking the building permit application at the

Firm Name Arakelian, Inc. DBA Builders Flooring

Signature of classifier or authorized agont)

MARTIN 80 HIGGAN

Description: Kings,CA Document-Year.DocID 2008.20212 Page: 1 of 2 Order: Kings Comment:

Exhibit__

Page___ 40

VERTIFICATION

l, the undersigned, say I am the general manager of the claiment of the forgoing ("President of", A parter of", Common of, on.)

mechanic's lien, I have read said claim of mechanic's lien and know the contents thereof: the above is true of my own knowledge.

I declare under perjury that the forgoing is true and correct.

Executed on /0-29-0}, at covis __ California

(Personal signature of the individual who is swearing that the consumes of the claim of mechanic's lien are true.)

MARTIN BOUGHAN

END OF DOCUMENT

Description: Kings,CA Document-Year.DocID 2008.20212 Page: 2 of 2 Order: Kings Comment:

Page

Exhibit "F"

Escrow No. 42109954-KH - Closed on October 31, 2008

Project: EAGLE RANCH

Property: Lot 48 Tract No. 6056 Phase 6

10905 Trentadue Drive Bakersfield CA 93312

Escrow No.: 08-42109954-KH

Locate No.: CACTI7715-7754-4421-0054107583

Title No.: 08-54107583-CU

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 48 of Tract No. 6056 "Phase 6", in the City of Bakersfield, County of Kern, State of California, according to the map thereof recorded June 20, 2006 in Book 55 Pages 105, 106 and 107 of Maps, Kern County Records.

EXCEPTING THEREFROM all remaining oil, gas and other hydrocarbon substances and minerals within or underlying said land, or which may be produced and saved therefrom; provided, however, grantor(s) herein, their successors and assigns shall not conduct drilling or other operations above a depth of 500 feet below the surface of said land, nothing herein contained shall be deemed to prevent grantor(s), their successors and assigns from extracting or capturing said minerals, oil, gas and hydrocarbons by drilling on adjacent or neighboring lands at a depth of 500 feet or more below the surface of said land, so as not to disturb the surface thereof or any improvements thereon, as reserved in the Deed recorded July 23, 2001 as Document No. 0201102315, Official Records.

APN: 525-571-48-00-9

Exhibit Page - Legal(exhibit)(08-07)

Amount

Original

Ennis Homes All invoices are printed.

Report Totals:

Vendor

Invoices by Project by Job by Vendor ERO6048

10-29-2008 SANCHEL Amount Amount Paid Outstanding

				•
0 09				
009-06-	048			
ALPHDOOR	Alpha Doors & Finish Co	3,490.97	.00	3,490.97
	Anchor Lighting	681.88	.00	681.88
BAKCITY	City Of Bakersfield	17,126.21	17,126.21	.00
BJPLUMBI	BJ Plumbng Srv DBA PnrD	4,320.00	.00	4,320.00
CENTVLYO	Central Valley Overhd Dr	420.00	.00	420.00
CLOVSTON	Clovs Stn & Lndscp Suppl	2,109.00	.00	2,109.00
CUSTVENT	Custom Vents	78.04	.00	78.04
CWSSAN	California Water Srvc Co	38.68	.00	38.68
EMETCONS	Emet Construction Inc	1,539.20	.00	1,539.20
FENCEWOR	Fenceworks Inc	1,502.15	.00	1,502.15
FSDOOR	F & S Shower Door	418.00	.00	418.00
GANGNAIL	Gang Nail Truss Co Inc	3,160.39	.00	3,160.39
HUDSTILE	Hudson Tile Inc.	2,387.50	.00	
JRJCONCR	JRJ Concret Costroto Inc	9,756.50	.00	2,387.50 9,756.50
KENNICS	Kennies ICS Inc	4,290.00	.00	4,290.00
KERCOTAX	Kern County Trsr/Tx Coll	166.63	166.63	4,290.00
KINGDRYW	Kings Drywall Inc.	5,236.00	.00	5,236.00
LEONARD	Leonrd's Crpt Srvc, Inc.	3,202.00	.00	3,202.00
LINKENTE	LinkUs Enterprises Inc.	575.00	.00	575.00
MAGANALA	Magana Landscape Servics	2,615.00	.00	2,615.00
	Mike's Trenching	375.00	.00	375.00
NELSROOF	Nelson Roofing Inc.	6,394.00	.00	6,394.00
PGEUTIL		8_69	.00	8.69
	Res-Com Pest Control	174.30	.00	174.30
RICKCAPP	Rick Capps Painting	2,797.60	.00	2,797.60
	Star Electric Inc	3,515.00	.00	3,515.00
	Tri Valley Plastrng Inc.	4,866.75	.00	4,866.75
	Visalia Pipe & Supply	845.88	.00	845.88
WESTINSU	Western Insulation, Inc.	4,717.90	.00	4,717.90
WEYRRICK	Weyrick	3,574.98	.00	3,574.98
	Windows Plus LLC	1,894.40	.00	1,894.40
XAVISAHA	Xavier Sahagun Constrctn	6,357.00	.00	6,357.00
Job Total		98,634.65*	17,292.84*	81,341.81*
Project Tot	al:	98,634.65*	17,292.84*	81,341.81*

98,634.65*

17,292.84*-

Exhibit Page_

81,341.81*

	•	•	
Med	:h2	THES	 101

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO

FERGUSON ENTERPRISES INC 4546 BROAD ST SAN LUIS OBISPO CA 93401-

James W. Fitch, Assessor — Recorder Kern County Official Records Recommit at the request of Public			80FIB 10/08/208 18:57 AM	
DOC#:	0208159420	Stat Types: 1	Pagest	1
		Four Taxes Others PAID	9	.95

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Mechanics' Lien

(Claim of Lien)

(To be recorded in the money recorder's office in the county in which the property is located.)

NOTICE IS HEREBY GIVEN: That FERGUSON ENTERPRISES INC as claimant claims a liea for labor, service, equipm or materials tarder Section 3082 et Seq. of the Civil Code of the State of California, upon the premises hereinafter described, a upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

Said labor, service, equipment or materials were furnished for the construction of those certain buildings, improvements, or structures, now upon that certain parcel of land situated in the County of KERN COUNTY, State of California, said land described as follows:

STREET ADDRESS: EAGLE RANCH - SIERRA, BAKERSFIELD, CA LEGAL DESCRIPTION:

Said lien is claimed for the following labor, services, equipment or materials: (describe labor, services, equipment, or material detail) PLUMBING/HVAC/PIPE/WATERWORKS/APPLIANCES/INSTALLATION SVS/LIGHTING/CONSTR MT

Amount due after deducting all just credits and offsets...\$ 19,972.75

The name of the person or company by whom claimant was employed or to whom claimant furnished labor, services, equipms or materials is: PIONEER PLUMBING, PO BOX 42502, BAKERSFIELD CA 93384

That ENNIS HOMES INC, 643 N WESTWOOD ST, PORTERVILLE CA 93257-6936 is/are the reputed owner(s) of said building enc/or premises, or some interest therein.

Date: 10/08/2008

Name of Claimbook PARGUSON EXPERPRISES
By:

Branck Manager

I, the undersigned, state: I am the Date of the claimant named in the foregoing mechanics' lien; I have read said claim of mechanics' lien and know the contents thereof, and I certify that the same is true of a own knowledge.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct

ixecuted on 15 265 at 14 1425, is

Loudy OF Verns

State of

(Signature of Claimant or Authorized Agen

file://C:\Documents and Settings\SHODSONI\Local Settings\Temporary Internet Files\OL... 10/8/2008
TitleWorks Description: Chris / Kern / Year.Inst: 2008-159420 / Page 1 of 1 /
Order:

Page 45

(Claim of Lien - C) The undersigned, WESTERN ISULAITON LP referred to in this Claim of Lien as the Claimant, claimand/or materials described below, furnished for a work in the City of BAKERSFIELD, Country of P described as follows: EAGLE RANCH LOTS: 1051 ALTHOUGHTHE STREET ADDRESS ALONE IS SUFFICIENT, IT IS THE ACTION AND ALTHOUGHTHE STREET ADDRESS ALONE IS SUFFICIENT, IT IS THE TOGETHER WITH INTEREST ADDRESS ALONE IS SUFFICIENT, IT IS THE Claimant for the following labor, services, equipment INSTALLATION OF INSULAITON The name of the person or company by whom Claim labor, services, equipment and/or materials is ENNI: (ISSUALLY NAME OF PERSON OR FROM WHO CROSERSO PROM (ISSUA	ork of improvement upon the KERN ,6035, 3024, 6038, 6047, 10 THE WORK ANDOR MATERIALS WERE PURPOSED TO SINE BOTH THE STREET ADDRESS OF \$ 10,858.00 PARTOUR PROPERTY OF THE STREET ADDRESS OF \$ 10,858.00 THE WORK ANDOR MATERIALS FURNISHED THE WORK AND OR MATERIALS	ASIT APPEARS ON CONTRACTOR'S LICENSE, the labor, services, equipment that certain real property located , State of California and 6048, 6049 MADLEGAL DESCRIPTIONLY DO Days after invoice date is due part when anount of class secure due and by Claimant:
STATE OF CALIFO (Claim of Lien - C) (Claim of Lien as the Claimant, clair (Claimant, clair) (Claimant,	Civil Code Section 3084) SHANCS LEN-CONTRACTORS USE MALE EXACTLY ims a mechanic's lien for the cirk of improvement upon the CERN .6035, 3024, 6038, 6047, (COMMENCED TO SAVE BOTH THE STREET ADDRESS OF \$ 10,858.00 Descent per annum from 30 and and/or materials furnished the work a	Taxes 0.00 Others 0.00 PAID S9.00 IN AST APPEARS ON CONTRACTOR'S LICENSE, the labor, services, equipment that certain real property located, State of California and 6048, 6049 MADLEGAL DESCRIPTION.) INTOFCLAMABULE AND LIAPAD? O Days after invoice date is due part week and unit of class secure but ed by Claimant:
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The name of the person or company by whom Clair labor, services, equipment and/or materials is ENNI:	mant was employed, or to	whom Claimant furnished the
The name(s) and address(es) of the owner(s) or rep ENNIS HOMES INC. 643 NO. WESTWOOD ST. F THIS INFORMATION CAN'S CONTINUED FROM THE COULD Name of Claimant WESTERN INSULATION LP	OUTED OWNER(S) OF the real PORTERVILLE, CA 93257 MY ASSESSORS OFFICE WASTE THE REAL PROPERTY.	property is/are:
Executed on 10/09/08 at BAKERSFIELD by RANDY DICKEY	WA	MH
(PRINT MANE)	IFICATION	(SCHA)
I, the undersigned, declare: I am the		INSULATION LP
the Claimant named in the foregoing claim of mecha- Claimant; I have read the foregoing claim of mecha- true to my own knowledge.		to make this Verification for th
I declare under penalty of perjury under the laws of correct.	the State of California that	t the foregoing is true and
Executed on 10/09/08 at BAKERSFIELD	D, CA	Man 111
By RANDY DICKEY	[///	1 96 10/9/c
(PRINT NAME) www.TheContractorsGroep.com & Diame Dennis Enterprises © 2005-2008 mctis-001.doc Re	M. 01.08 CONSULT AN ATTORNEY TO VERSI	ry this form's fitness for your purpose.

	Kern County Official Records Recorded at the request of Public		10/09/2000 10:11 AM
ECORDING REQUESTED BY & MAIL TO:	DOC#: 0208159830	Stat Types: 1	Pages: 1
WESTERN INSULATION LP		Fees Taxes	9.00 8.06
DORESS 7600 DISTRICT BLVD #A		Others PARD	0.00 \$9.80
TY, STATE BAKERSFIELD, CA 93313	Lases above this time for	·	
STATE OF CA (Claim of Li The undersigned, WESTERN ISULATION LP	LIFORNIA MECHANIC'S LIE en - Civil Code Section 3084)	N	TS LICENSE
referred to in this Claim of Lien as the Claimar and/or materials described below, furnished to in the City of BAKERSFIELD, Coun	nt, claims a mechanic's lien for the or a work of improvement upon th	e labor, services	i, equipment roperty located
	1051, 6048, 6049, 41-5, 33-5, 4	047, 6044, 3033	, 6033, 6045,
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together with interest thereon at the rate of			ice date is due
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RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

Hefner, Stark & Marois, LLP 21.50 River Plaza Drive, Suite 450 Sacramento, CA 95833 Attn: Howard S. Nevins, Esq.

James Kern Cour Public		1/2 001 B PM		
DOC#:	0208160023	Stat Types: 1	Pages:	2
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(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

NOTICE AND CLAIM OF MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN that Whirlpool Corporation, a corporation, claims a lien upon the real property described below for labor, services, materials, and/or equipment; specifically, for appliances furnished by the claimant, pursuant to California Civil Code § 3110, Whirlpool Corporation, and actually used in the construction of that certain work of improvement now upon and located on the real property located in the County of Kern, State of California, and particularly described as follows:

10905 Trentadue (Lot 48) Gilfre Lender Co.

Said work of improvement as a whole and the whole of all said work of improvement and the land described above are sought to be charged with this lien.

The last known name and addresses of the owner of said real property are: ENNIS HOMES, INC., 643 N. WESTWOOD STREET, PORTERVILLE, CA 93257.

ENNIS HOMES, INC., is the name of the person to whom claimant furnished the labor, services, materials, and/or equipment, which said labor, services, materials, and/or equipment were actually used therein in the construction of said commercial buildings.

ENNIS HOMES, INC., was the contractor and person in charge of the work of improvement as a whole, and the work of improvement was made with the knowledge of and pursuant to the authority of ENNIS HOMES, INC.

The contract price of said labor, services, materials, and/or equipment was and is the sum of \$1,070.53, and said sum was and is the reasonable value thereof. There is now due, owing, and unpaid, the sum of \$1,070.53, after all adjustments, and after deducting all just credits and offsets, and the same has not been paid.

WHEREFORE, the undersigned claims the benefit of the law relative to mechanics' liens and works of improvements, to wit: Division 3 Title 15 of the Civil Code of the State of California.

Howard S. Nevins

Attorney for Claimant Whirlpool Corporation

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Exhibit | Page | lo &

VERIFICATION

I declare that I am the owner/officer/authorized representative of claimant named in the foregoing claim of lien, and am authorized to make this verification for and on behalf of said claimant, and I make this verification for that reason. I have read the claim of lien and know the contents thereof and the same is true and contains among other things, a correct statement of claimant's demand after deducting all just credits and offsets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 8, 2008, at Sacramento, California.

Howard S. Nevins

Attorney for Claimant Whirlpool Corporation

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Exhibit

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	GOLDEN EMPIRE CONCRETE, INC			W. Fitch, Assessorty Official Records	or – Recorder	SOFIR 10/21/266 1:31 PM	
	AND WHEN RECOR	DED MAIL TO) :	poc#:	0208167169	Stat Types: 1	Pages: 1
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by claimant _		DELIVERY O			TE AND RELATI	ED MATERIALS	
		Claimant furnished th	ne work an	d materials at I	he request of or	under contract with	
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		TTN: BRIAN ENNIS 6					
neart name of owner of I						ation at the Building Departm	writ)
	ř			Fin By:	Name G	OLDEN EMPIRE CON	CRETE, INC.
,	/ERIFICATIO	ON				RODNEY GONZALE	
, the undersigned,	say i am the			CRED	IT MANAGER		
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	•	(Date of Signature)		Polar ic	ay where algreed)) an	

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oprais 4750 Burr Street, Suite B			
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	ORNIA MECHANIC'S LII Slaim of Lien)	EN	
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naterials described below, furnished for a work of Imp	provement upon that certain real p	property located in t	he County
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AND WHEN RECORDED MAIL TO	
NAME McIntosh & Associates	3
STREET ADDRESS 2001 Wheelan Ct.	
STATE Bakersfield, CA 93309	
Attn: Roger McIntosh	ı

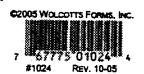
	James W. Fitch, Assessor—Recorder Kern County Official Records Recorded at the request of Public			
DOC#:	0208163616	Stat Types: 1	Pages:	2
		Fees Taxes Others PAID	0	2.00 1.06 1.00 2.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANIC'S LIEN (Claim of Lien) The undersigned, McIntosh & Associates whose address is. 2001 Wheelan Ct., Bakersfield, CA 93309 referred to in this Claim of Lien as Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below furnished for a work of improvement upon that certain real property located in the City of __Delano County of Kern State of Callifornia described as follows. The East half of the Southwest Quarter of Section 7, Township 25 South, Range 26 East, Mount Diablo base & meridian in the unincorporated area, County of Kern, State of California accomming to the official plat thereof This lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said land. After deducting all just credits and offsets, the sum of Nine thousand eight hundred for ty-one (\$ 9,841.00), together with interest thereon at the rate of 1.5percent per annum from 9/12/:. 2007 is due Claimant for the following labor, services, equipment and/or materials furnished by Claimant Engineering Services TION OF THE WORK AND/OR MATERIALS FLO The work was begun 08/08 2003 and was completed on, or, if not completed, the last day on which work was done on was $\frac{02/13}{}$ 2008 Preliminary notices of this claim (if required) were given to the owner(s) or reputed owner(s) on ___03/07 2008 via Certified Mail w/ Return Receipt to the general contractor, if any, on and to the subcontractor, if any, on The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is Frmis Land Development, Inc. UNUALLY HAVE OF THE PERSON OR FIRM WHO ORDE The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Emnis Land Development, Inc. 643 North Westwood St., Porterville, CA Assessor's parcel No. 049-150-36 Roger A. McIntosh 10/10 2008 Dated Bakersfield, CA

If Verification or Notarization is required in your state, please complete the reverse side of this form as well.

Wolcotts Forms, our resellers and agents make no representations or warranty, express or implied, as to the fitness of this form for any specific use or purpose. If you have any question, it is always best to consult a qualified attorney before using this or any legal document.



Exhibit_	
Page	72

he Claimant named in the forego	Tinut bing claim of mechanic's lier	; I am authorized to make this V	erification for the Claim:	ant;
have read the foregoing claim of				i i
I declare under penalty of po	eriury under the laws of the	State of California,	at the foregoing if true	and correct.
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TATE OF CALIFORNIA				
OUNTY OF KERN		•		a.
OCTOME IS 2008	, before me,			
THY BURNETE	, Notary Publi	c, personally appeared		
ROSER A. MEINTO	2 <i>5H</i>			
				,
ersonally known to me (or pro vidence) to be the person(s) v	wed to me on this basis	of satisfactory ·		
strument and acknowledged	to me that he/she/they ex	recuted the same in		
is/her/their authorized capacit ne instrument the person(e) or	y(ies), and that by his/he	r/their signature(s) on		
		MINOUR DELIGINA		
cted, executed the instrument	.			
		i i i i i i i i i i i i i i i i i i i		
			industricularity de la constantina della constan	
VITNESS my hand and official	i seal.	KATHY	BURDETTE #	
VITNESS my hand and official	I seal.	KATINY COMM. NOTANY PLA KEPAN	SURDETTE ME 179361 ME LC-CUPONEN	
VITNESS my hand and official Kathy Budt BIGNATURE	i seal.	KATHY COMM. HITTORY PUR KEFAN Say Carring, Er	BUFIDETTE e1790361 BC-CUFONEA COUNTY a. May 27, 2012	
VITNESS my hand and official	I seal.	KATIFY COMM. RUTHEY PUR KEFIN IN COMM. E.	BURDETTE e1798361 BLC-CHFORM COUNTY m. May 27, 2012	
VITNESS my hand and official	I seal.	KATHY COMM NOTWY PLA KEPIN My Carrin, E	SUFICETTE ME 1790361 MEC-CUFORMA MEC-CUFOR	
VITNESS my hand and official	I seal.	KATTRY COMM. BUTINEY PUB. KEPSIN Sey Carnes, E.	BURDETTE #1702361 BC-CUFORM COUNTY #1 May 27, 2012	
VITNESS my hand and official	I seal.	KATRY COMM. ROTHER FUR KEPIN My Comm. E	BURDETTE B #1 799361 BLC-CUFORM B ICCOUNTY #1. May 27, 2012	
VITNESS my hand and official	I seal.	KATHY COMM. HOTHY PUR KEFRA My Carma, E	BUFIDETTE # 91700361 # EC-CUFORMA G COUNTY # May 27, 2012 #	
VITNESS my hand and official	I seal.	KATIRY COMM. RODAY PLA KERIN SAY COMM. E.	BURDETTE e1702361 BLC-CHFORM I COUNTY e. May 27, 2012	
VITNESS my hand and official	I seal.	KATHY COMMA. NOTIFY PLB KEFRIN E	BURIDETTE ME 1700361 ME COUNTY ME MAY 27, 2012	
VITNESS my hand and official	I seal.	KATIFY COMM. RUTHRY PUR KEFAN My Carnes, Er	BURDETTE # 1702361 BLC-CUFORM COUNTY # May 27, 2012	
VITNESS my hand and official	I seal.	KATHY COMMA. NOTIFY PLB KEFRIN E	BURDETTE # 1700361 # ICOUNTY # ICOUN	
VITNESS my hand and official	I seal.	KATITY COMM. RUTHRY PUR KEFRN My Canna, E	BURDETTE # 1702361 # IC-CUFORM GICOUNTY # May 27, 2012 #	
VITNESS my hand and official	I seal.	KATHY COMM. NOTIFY PLB KEFRIN Sty Carms, E	BURDETTE # 1700361 # 1 COUNTY # 1 PO	
VITNESS my hand and official	I seal.	KATTIYY COMMA RUTHIYY PUR KEPSIN Sily Canna, E.	BURDETTE 91702361 BC-CUFORM GICOUNTY PARTY May 27, 2012	
VITNESS my hand and official	I seal.	KATHY COMMA. NOTIFY PLB ILEFON E	BURDETTE # 1700361 BLC-CULFORMA # 1 COUNTY A. May 27, 2012	
VITNESS my hand and official	I seal.	KATTIYY COMMA ROTHING PLAN KEPSIN KEP	BUFIDETTE 91700361 BC-CUFORM GICCUMTY PARTY TO THE PARTY	
VITNESS my hand and official	I seal.	KATTRY COMM. RUTHRY PUR KEFAN My Comm. Er	SUFICETTE ME 1700361 BLC-CUFORMA ME COUNTY A May 27, 2012	í

RECORDING REQUESTED BY AND RETURN TO:

Rings Drywall, Inc DBA: Kings Construction Group 1175 Shaw Ave. \$104-302 CLOWIS, CA 93612 USA

Telephone: (559) 834-3700 Fex: (559) 834-3766

APM # 525-571-48-5

James W. Fitch, Assessor — Recorder Kern County Official Records Recorded at the request of Public			PATTI 11/03/200 11:52 AM	
DOC#:	0208172655	Stat Types: 1	Pages:	1
		Fees Taxes Others PAID	G.	.80 .00 .08 .08

MECHANIC'S LIEN (PRIVATE WORK)

The undersigned claimant, Kings Drywall, Inc DBA: Kings Construction Group, hereby claims a mechanic's lien as follows:

The claimant's demand, after deducting all just credits and offsets, is the sum of \$6,160.00, including service charges or interest at the rate of 18.000% per annum, thereon from the dates of 09/10/2008 through 10/30/2008.

To the unpaid balance due of \$6,160.00, please add anticipated service charges, interest, court costs and attorney fees of ______.

The name of the owner(s) or reputed owner(s), if known, is: ENNIS HOMES, INC 643 N. WESTWOOD STREET, , PORTERVILLE, CA 93257.

The name of the person to whom claimant furnished the labor, services, equipment or materials to was ENNIS HOMES, INC, 643 W. WESTHOOD STREET, PORTERVILLE, CA 93257.

The claimant furnished the following kinds of labor, services, equipment or materials: DRYWALL INSTALLATION.

The site at which the work of improvement was constructed is commonly known as the EAGLE RANCH TRACT#6056 project, located at 10905 TRENTADUE DRIVE, BAKERSFIELD, CA 93312, Assessors or Property Parcel Number: 525-571-48-5, in the County of KERN.

Specific contract information, if any, is attached.

Dated 10/31/2008 for claimant Kings Drywall, Inc DBA: Kings Construction Group, 1175 Shay Ave #104-302, CLOVIS, CA 93612

VERIFICATION

I declare that I am authorized to file this claim on behalf of the claimant. I have read the foregoing document and know the contents thereof: the same is true of my own knowledge. I declare under penalty, of perjury under the laws of the State of California that the foregoing is true and correct. Executed at CLOVIS, CA on 10/31/2008 for Kings Drywall, Inc DBA: Kings Construction Group.

Exhibit_	
Page	74

Exhibit "G"

Escrow No. 4219032-KH - Closed on October 31, 2008

Project: ARBOR PARK

Property: Lot 81 of LeParc, Unit II County Tract No. 788

1255 W. Muir Way Hanford CA 93230

Exhibit 75

Escrow No.: 08-42109032-KH

Locate No.: CACTI7754-7754-4421-0042109032

Title No.: 08-42109032-CU

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 81 of LeParc, Unit II County Tract No. 788, in the City of Hanford, County of Kings, State of California, according to the map thereof recorded in Volume 21 at Page 11 of Licensed Surveyor Plats, Kings County Records.

APN: 008-620-008

Exhibit Page - Legal(exhibit)(08-07)

Exhibit_________Page____76

Ennis Homes
All invoices are printed.

Invoices by Project by Job by Vendor APO208\ 10-29-2008

All invoic	es are printed.	Amount	Amount Noyoun	Amount
	Vendor	Original	Paid	Outstanding
003 003-02-	0.01			
	Blanks Cstm Drywll & Pnt	5,716.80	.00	5,716.80
	Blinds Etc	1,334.49	.00	1,334.49
	BMC West Corp Frame	9,772.22	.00	9,772.22
	Builders Flooring	3,562.20	.00	3,562.20
	Central Valley Overhd Dr	365.00	.00	365.00
	Clovs Stn & Lndscp Suppl	465.00	.00	465.00
	Custom Vents	208.21	.00	208.21
	Friant Masonry, Inc	2,117.50	.00	2,117.50
	F & S Shower Door.	498.00	.00	498.00
GANGNAIL	Gang Nail Truss Co Inc	3,133.12	3,133.12	.00
	City Of Hanford	16,658.13	16,658.13	.00
	James & Co Lighting	1,057.49	.00	1,057.49
	J Westcott Plumbing Inc	7,911.25	4,795.00	3,116.25
	Kennies ICS Inc	4,325.00	3,023.00	1,302.00
KENYPLAS		4,899.51	.00	4,899.51
	Kings County Tax Colletr	241.46	241.46	.00
LINKENTE		775.00	.00	775.00
NELSROOF	Nelson Roofing Inc.	6,440.00	.00	6,440.00
	Ortega Concrete Costrcto	12,968.76	8,237.28	4,731.48
	Pavletich Electric, Inc.	5,164.00	.00	5,164.00
	Phil Young Painting	3,020.84	.00	3,020.84
	Rainscape Inc	1,775.00	.00	1,775.00
	R & B Construction Clnup	2,004.00	. 00	2,004.00
	Res-Com Pest Control	183.12	183.12	.00
	Richard Sahagun Constr	7,543.40	6,821.00	722.40
	Rios Generl Bldng Cntrct	1,846.00	.00	1,846.00
SACRBLDC	Sacramento Bld Cabinets	5,030.00	.00	5,030.00
	Sacramento Bld Insulatn	2,353.00	912.60	1,440.40
SCEROSE		42.92	.00	42.92
SCGUTI	SCG	27.16	.00	27.16
	Summer Purtle	316.48	.00	316.48
VISAPIPE	Visalia Pipe & Supply	845.88	.00	845.88
WHIRINC	Whirlpool Inc	2,020.30	.00	2,020.30
WINDPLUS	Windows Plus LLC	2,040.83	.00	2,040.83
Job Total		116,662.07*	44,004.71*	72,657.36*
Project To	etal:	116,662.07*	44,004.71*	72,657.36*
Report Tot	als:	116,662.07*	44,004.71*	72,657.36*

Exhibit 77

Doc Type: 13

Titles: 01 Pages: 002

Fees: 11.00

Taxes: 0.00 \$11.00

Kings County Clerk Recorder - 2720 10/09/2008 Ken Baird

Paid:

02:09:29

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

<u>NOTICE AND CLAIM OF MECHANIC'S LIEN</u>

NOTICE IS HEREBY GIVEN that Whirlpool Corporation, a corporation, claims a lien upon the real property described below for labor, services, materials, and/or equipment; specifically, for appliances furnished by the claimant, pursuant to California Civil Code § 3110, Whirlpool Corporation, and actually used in the construction of that certain work of improvement now upon and located on the real property located in the County of Kings, State of California, and particularly described as follows:

1255 W. Muir Way (Lot 81) Hanford, CA 93230

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

2150 River Plaza Drive, Suite 450

Hefner, Stark & Marois, LLP

Sacramento, CA 95833 Attn: Howard S. Nevins, Esq.

Said work of improvement as a whole and the whole of all said work of improvement and the land described above are sought to be charged with this lien.

The last known name and addresses of the owner of said real property are: ENNIS HOMES, INC., 643 N. WESTWOOD STREET, PORTERVILLE, CA 93257.

ENNIS HOMES, INC., is the name of the person to whom claimant furnished the labor, services, materials, and/or equipment, which said labor, services, materials, and/or equipment were actually used therein in the construction of said commercial buildings.

ENNIS HOMES, INC., was the contractor and person in charge of the work of improvement as a whole, and the work of improvement was made with the knowledge of and pursuant to the authority of ENNIS HOMES, INC.

The contract price of said labor, services, materials, and/or equipment was and is the sum of \$2,020.30, and said sum was and is the reasonable value thereof. There is now due, owing, and unpaid, the sum of \$2,020.30, after all adjustments, and after deducting all just credits and offsets, and the same has not been paid.

WHEREFORE, the undersigned claims the benefit of the law relative to mechanics' liens and works of improvements, to wit: Division 3 Title 15 of the Civil Code of the State of California.

Attorney for Claimant Whirlpool Corporation

1

Exhibit

Page

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2

VERIFICATION

I declare that I am the owner/officer/authorized representative of claimant named in the foregoing claim of lien, and am authorized to make this verification for and on behalf of said claimant, and I make this verification for that reason. I have read the claim of lien and know the contents thereof and the same is true and contains among other things, a correct statement of claimant's demand after deducting all just credits and offsets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 8, 2008, at Sacramento, California.

Howard S. Nevins

Attorney for Claimant Whirlpool Corporation

IDCraff (SHP-endlegit/Biripozi-Ennis Homestagest mech Sen int 81_hings.upd

2

END OF DOCUMENT

Exhibit___

Page_

79

RECORDING REQUESTED BY

Sacramento Building Products, Inc.

AND WHEN RECORDED MAIL TO Sacramento Building Products P. O. BOX 815 WEST SACRAMENTO, CA 95691

Doc Type: 13

Titles: 01 Pages: 002

14.00

0.00 Taxes: \$14.00

Kings County Clerk Recorder - 2720 10/14/2008 01:25:39

Ken Baird

-928

Mechanic's Lien

The U	ndersigned,	Sacramento Bullo (Neme of pe	iling Products	ppears on Med		laims e mechanic's lie	n upon
the following	described real pr	operty:					
CITY OF:	HANFORD		County of:	KING5		_, State of California	and
described as:	ENNIS HOME	S - ARBOR PARK	, SEE ATTAC	HED			
The sum of:	\$ 28,649.73	together with intere	est thereon at	the rate of %	18 percent p	er annum from	
08/02/98	is due Claimar	it (after deducting	all just credits	and offsets)	for the follow	ing tabor, services,	
equipment ar	 xd/or m ateriais fu	mished by Claima	nt:	INSULAT	ON, CABIN	ET, FIREPLACE	
				rials at the n	equest of, or	under contract with:	
		WOOD STREET				***************************************	
Valent Company of the		of the owners or r					
		WOOD STREET.		42			
Date: 10-9-20	008	Bv: /	Claiment Sacr	Vem			
		V	ERIFICAT	ON		•	
a shortend to	make this Verific	milion. I have reed	said claim of under penalt	machenic's l	ion and knov	echanic's lien; I am vithe contents thereof; olog is true and correc	

TitleWorks / Page 1 of 2

Exhibit	
Page	80

INV#	ARBOR PARK, HANFORD	AM	BUD THUC
	1050 W. Ambassador Dr. Hanford		790.60
65770BL	1050 W. Ambassador Dr. Hanford	\$	1,055.19
63797CD	1050 W. Ambassador Dr. Hanford	\$	2.837.99
63797CI	1050 W. Ambassacior Dr. Hanford		1,582.79
63797CP	2331 N. Heron Dr. Henford		617.40
67660BL	2331 N. Heron Dr. Hanford	 	1,089,11
665 80CD		- 3	2.044.06
665 80CI	2331 N. Heron Dr. Hanford	— <u> </u>	1,226.43
66580CP	2331 N. Heron Dr, Hanford		589.96
67605 8L	2302 N. Heron Dr. Hardord	— <u> </u>	769.31
35125CD	2302 N. Heron Dr. Hanford	- 3 5	2,236.85
35125CI	2302 N. Heron Dr, Hanford	— š	1,142.81
35125CP	2302 N. Heron Dr. Hanford	— ;	622.54
65768 BL	1255 W. Muir Way, Hanford	$-\frac{3}{5}$	688.34
66156FI	1255 W. Muir Way, Hanford	— <u> </u>	166.40
56156FD	1255 W. Mulr Way, Hanford	<u> </u>	1,006.00
3796CD	1255 W. Muir Way, Hanford	— š	2,515.00
63796CI	1255 W. Muir Way, Hanford	— 3	1,509.00
6379 6CP	1255 W. Muir Way, Hardord	<u>-</u>	716.68
659025L	1211 W. Muir Way, Hanford	\$	1.085.93
65902BT	1211 W. Mulr Way, Hanford	= <u>\$</u>	917.87
63795CD	1211 W. Muir Way, Hanford		
63795CI	1211 W. Muir Way, Hanford	\$	2,294,68
63795CP	1211 W. Muir Way, Hanford	\$	1,372.79
-			
-			
	SUBTOTAL	\$	28,635.73
,	LIEN FEES	\$	14.00
	TOTAL OF LIEN	\$	28,649.73

END OF DOCUMENT

TitleWorks / Page 2 of 2

Exhibit_	1	
Page	81	

Doc Mor: 0819831

Doc Type: 13

Ken Baird

Titles: Q1 Pages: 002

Fees: 11.00

Taxes: 0.00
Paid: \$11.00

Kings County Clerk Recorder - 2728 10/22/2008

02:11:41

PART

This instrument was recorded at the request of: Asset Research Services, Inc. PO Box 7562 Chandler, AZ 85248-7562

The recording official is directed to return this instrument to the above

Space reserved for Recording Information

MECHANIC'S LIEN (CLAIM OF LIEN)

KENYON PLASTERING INC

38520 ROAD 64 VISALIA CA 93281-9567

CLAIMANT

ENNIS HOMES INC 643 N WESTWOOD ST PORTERVILLE CA 93257-5930

CANNER OR REPUTED OWNER

NOTICE IS HEREBY GIVEN that KENYON PLASTERING INC , claimant, claims a lien in compliance with the Civil Code of the State of California.

The Nature of Improvements to be Charged with a Lien are described as STUCCO and were furnished in connection with a project on the Subject Real Property we believe to be located at, and described as follows:

1255 W MUIR WAY, HANFORD, CA 93230-8598 LOT 81, ARBOR PARK, LE PARC UNIT II, COUNTY TRACT 788, AS PER MAP RECORDED JUNE 29, 2005 IN VOLUME 21 AT FAGE 11 OF LICENSED SURVEYOR PLATS, CITY OF HANFORD IN KINGS COUNTY, State of California.

The amount due and remaining unpaid to claimant, after deducting all just credits and offsets is the sum of \$5,743.90, for which demand has been made.

Claimant has furnished labor, materials, machinery, fixtures or tools in the construction, attention or repair of the buildings, other structures or above described improvements on Subject Real Property at the specific request of ENNIS HOMES whose address is 643 N WESTWOOD ST, PORTERVILLE CA 93257-6930 whom Claimant reasonably believed to be the lawful agent of ENNIS HOMES INC, Owner or Reputed Owners, whose address is 643 N WESTWOOD ST, PORTERVILLE CA 93257-8930.

WHEREFORE Claimant demands a lies on Subject Real Property and all improvements thereon in the amount set forth above, plus interest thereon at the maximum rate permitted by law and all reasonable expenses, costs and attorney's fees incurred by Claimant in its efforts to collect the above amount, which amounts are justly due and owing, and in order to fix this lien has made this Notice and Claim in two or more original copies, causing one to be filed in the Office of the County Recorder of this County and causing others to be served upon Owner or Reputed Owners.

SIGNED October 20, 2008

KENYON PLASTERING INC

B'Gauthier, Signature of Representative for KENYON PLASTERING INC

Description: Kings,CA Document-Year.DocID 2008.19831 Page: 1 of 2 Order: 1 Comment:

Exhibit /

Page____

VERIFICATION

I, B Gautilier, the undersigned, state: I am the Representative of the claimant named in the foregoing mechanics flex; I have read said claim of mechanics ilen and know the contents thereof, and I certify that the same is true of my own knowledge. I certify under penalty of perjury under the taxes of the State of California that the foregoing is true and correct.

Executed on October 20, 2005 at Chandler Arizona

Dock1198419 CA_LIEN Rws82848
Batchet 1851U114:29:02IV G_Copy
PTEPARED FOR CLAIMANT BY: Asset Research
Services, Inc., PO Box 7582 Chandler, AZ 85246-7562
Voice:(480) 940-4290 (800) 783-9636

3 Gauthiar, Signature of Representative For KENYON PLASTERING (NC

BIO OF DOCUMENT

Description: Kings,CA Document-Year.DocID 2008.19831 Page: 2 of 2 Order: 1 Comment:

Exhibit

Page

83

RECORDING REQUESTED BY

SLAKEY BROTHERS, INC.

AND WHEN RECORDED MAIL TO:

NAME

ATTN: GWYNETH DUNBAR SLAKEY BROTHERS, INC.

STREET ADDRESS

PO BOX 15647

CITY &

SACRAMENTO, CA 95852-9647

Doc Mor: 0819949 Doc Type: 13 Titles: 01 Pages: 001

Fees: 11.00 Texes: 0.00

Paid: \$11.00

Kings County Clerk Recorder - 2726 10/24/2008 Ken Baird 11:21:20

r818

-SPACE ABOVE THIS LINE FOR RECORDER'S USE -

MECHAI	VIC'S LIEN
The undersigned SLAKEY BROTHERS, INC.	
(Name of person or first classifing mech	nonic's lien. Contractors use meme exactly as it appears on contractors' toerine.)
Claimant; claims a mechanic's ilen upon the fotion City of Hanford, County o	
City of Hanford, County o	f Kings Caiifornia,
General sescription of property where the work or r	retaries were furnished. A struct edities is sufficient,
	at actives and legal description.
The sum of \$ 4,357.80 .	together with interest thereon
(Amount of destructure and unpaid)	
at the rate of 13 percent per a	2008 September 26, 2008
Is due claimant (after deducting all just credits and o	fisets for the following work and materials furnished
by claimant Heating, Plumbing & or A/C Equi	pment & Supp lies
(Insert general descript	Son of work or meticals Survished)
	aterials at the request of, or under contract with
J Westcott Plumbing 1850 S Docksty Ave, Seim	ia, CA 93862
	· · · · · · ·
The owners and reputed owners of the property as Porterville, CA 93257	E ENTIS MOTHES INC 043 N VVESTWOOD,
(Insert matter of owner of wait property. This can be obtained from the County Records	or or by checking the building named application at the Building Department.)
	Firm Name: SLAKEY BROTHERS, INC.
	By: Curi oth Dinhan (Spipers & demonster or supported apports)
VERIFICATION	Gwyneth Dunbar
I, the undersigned, say I am theCredit Manag	and and
t, the distribution of the Control o	gent CIT Igent of "A personation", "Denier of", etc.
the claimant of the foregoing mechanic's lien. I ha	ve read said claim of mechanic's lien and know the
contents thereof; the same is true of my knowledge	9.
I declare under penalty of perjury that the foregoing	g is true and correct.
Executed on October 22, 2008, at	. Elk Grove, California
(Oute of Signature)	(City whome signed)
	Comments Tour
	Personal Electrical of the individual who is evening that the contents of the costs
	of freedomic's feet are true.
	Gwyneth Dunbar

END OF DOCUMENT

Description: Kings, CA Document-Year.DocID 2008.19949 Page: 1 of 1 Order: 1 Comment:

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Page 84

		Fees: 11.00
	編集表準無無無無 Dao Nbr: 0820066	Taxes: 0.00
	Doo Type: 13	Paid: \$11.00
RECORDING REQUESTED BY & MAIL TO:	Kinge County Clerk Re	corder - 2729 10/27/2008
NAME ETIENT METIONY, IOC.	Kan Baird	11:38:19
STREET 48100 Delice Only Drive		r 418
ADDRESS 45150 Rolling Oaks Drive CITY STATE a 20 CODE Frient, CA 93528		
		<u> </u>
(Claim of Lien -	ORNIA MECHANIC'S LIEN Civil Gode Section 1884)	,
The undersigned, Frient Masonry, Inc.		
referred to in this Claim of Lien as the Claimant, ch and/or materials described below, furnished for a v	SERVICE SECTION OF SHEET AND A TANK REPORT	' serame' odnibilionir
in the City of <u>Harriord</u> , County of		State of California and
described as follows: 1255 W. Mult Way Hanford CA	93230/Arbor Park Lot 81	
Claimant for the following labor, services, equipme jabor and materials for installation of mesonry veneer. The name of the person or company by whom Clailabor, services, equipment and/or materials is Entitle	ont and/or materials furnished by Cl	aimant
pulled to the Control of the Control	ON ON CONTRACT WHEN COMMENT FOR THE WORL MAD ON 1870	
The name(s) and address(es) of the owner(s) or re	• • • • • • • • • • • • • • • • • • • •	Is/asa:
Ennis Homes, Inc. \$43 N. Washwood St. Posterville. CA	93257 with common concession to the morney Success.	
Name of Claiment Frant Masonry, Inc.		
Executed on 16-27-2008 at Fresno CA	Triant Masonry 1	<u>^</u>
Dy Marcy Lambhere		
- -	RIFICATION Marcy LO	imphere
I, the undersigned, declare; I am the Office Manage	of Friend Managery, Inc.	
the Claimant named in the foregoing claim of mech Claimant; I have read the foregoing claim of mecha true to my own knowledge.	•	
I declare under penalty of perjury under the laws of correct.	f the State of California that the fore	igoing is true and
Executed on 10-27-2008 at Franc CA	· Frant Masonny	. lac.
By Marcy Lumphers	-waren ransher	<u></u>
PINT NIG	. / constant	9

END OF DOCUMENT

Description: Kings,CA Document-Year.DocID 2008.20066 Page: 1 of 1 Order: 1 Comment:

Exhibit /

Marcy camphere

-Boo Nor: 082021 -Doc Type: 13 Titles: 01 Pages: 002

· 14.00

Taxes: 0.00

Paid: \$14.00

Kings County Clerk Recorder - 2728 10/29/2008 Ken Seird 02:13:05

WHEN RECORDED MAIL TO

RECORDING REQUESTED BY

Martin Bohigian Arakefian, Inc. DBA Beilders Flooring 324 N. Minsewawa Avo. Clovis, CA 93612

Title Order No.

Escrow No.

SPACE ABOVE THIS LINE FOR RECORDERS' USE

MECHANICS LIEN

The undersigned. Araketian, inc. DBA Builders Flooring ... ciziment (name of person or firm claiming mechanics lies. Common use name exactly as it expects on the common incesse.)

claims a mechanics lien upon the following described real property:

City of Hanford, County of Kings, California

Arbor Fark 2 Lot 62031, 1255 W. Mair Way, Hanford, CA 93236 (general description of property where the work or materials were description). A street address is sufficient, but if possible, use both street address and logal description)

The sum of \$3562.28 together with interest thereon at the rate of 8.00 (Arread of Claim due and unpaid.)

percent per annum from 0/24/88 is due claiment (after deducting all just credits and offsets) for

the following work and material furnished by claimant:

Booring

(insert general description of the work or materials fundahed)

Claimant furnished the work and materials at the request of, or under contract with

Expris Figures (name of the person or firm who ardired or commet for the work or marrials)

643 N. WESTWOOD STREET

The owners of reputed owners of the property are: Emais Homes PORT(FLV) LLE CA 93257 (loser zerie of owner of real property. This can be obtained from the country recorder or by checking the building permit application at the building department.)

Firm Name Arakelian, Inc. DBA Builders Flooring

By: L+ Boky
(Signature of claims or suchorised agency)

MARTIN BOHIGIAN

Description: Kings,CA Document-Year.DocID 2008.20211 Page: I of 2

Order: Kings Comment:

Exhibit / Page 86

· . S

Z

VERTIFICATION

I, the undersigned, say I am the general manager of the claimant of the forgoing (Panishet of, Manager of, A person of, etc.)

mechanic's lien, I have read said claim of mechanic's lien and know the contents thereof: the above is true of my own knowledge.

I declare under perjury that the forgoing is true and correct.

Executed on /2-29-09 at CLOVIC California.

Personal signature of the publishing when is revening that the comments of the claim of mechanic's lien, are true.)

MARRIER BOULLIAM

END OF DOCUMENT

Description: Kings, CA Document-Year.DocID 2008.20211 Page: 2 of 2

Order: Kings Comment:

Indemnity No.

Order No. 42109274-KH

Date

December 23, 2008

SPECIAL INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (hereinafter referred to as this "Agreement") is executed this 23rd, day of December, 2008, by ENNIS HOMES, INC. (hereinafter referred to as "INDEMNITOR") for the benefit of CHICAGO TITLE INSURANCE COMPANY, a corporation (hereinafter referred to as "COMPANY").

1. This Agreement covers any part, parcel, or subdivision of the real property (hereinafter referred to as the "Real Property") in the County of Tulare, State of California, described as

Lot 168 of Williams Ranch, Phase Four, in the City of Porterville, County of Tulare, State of California, according to the Map thereof recorded in Book 42, Page 35 of Maps, Tulare County Records. (Property located at 2174 W. Bel-Aire Court, Porterville CA 93257)

2. INDEMNITOR has requested the COMPANY to issue its policy(s) of title insurance insuring an interest in the Real Property without taking exception to the following matters:

Recorded mechanic's liens attached as **Exhibit "A"** and any subsequent recorded mechanic's liens affecting the herein-described properties, and

Outstanding invoices as per Invoices by Project by Job by Vendor list attached as Exhibit "B" and

Unsecured property taxes attached as Exhibit "C".

- 3. INDEMNITOR (whether as owner of, part owner of, or having an interest in the Real Property or in a corporation, partnership, joint venture or other entity which is the owner of, part owner of, or has an interest in the Real Property, or otherwise) has an interest in the issuance of, and desires COMPANY from time to time to issue, policies of title insurance, or endorsements thereof, covering the Real Property or lots or portions thereof, insuring against loss which may be sustained by reason of the matters referred to in Paragraph 2, or without exception as to the matters referred to in Paragraph 2.
- 4. Nothing herein shall be construed as an obligation on the part of COMPANY to issue any of the policies or insurance mentioned in this Agreement. However, if COMPANY does issue any such policies or insurance or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies, then INDEMNITOR shall be deemed to have concurrently given the assurances and made the agreements herein set forth for the benefit of COMPANY.

Exhibit	2	
Page	88	

- 5. In order to induce COMPANY to issue and in consideration of the issuance by COMPANY of such policies of title insurance and endorsements as it may be willing to issue, INDEMNITOR promises and agrees to hold harmless, protect and indemnify COMPANY from and against any and all liabilities, losses, damages, expenses, charges, and fees, including but not limited to attorneys' fees and expenses of litigation, which it may sustain, under each and every policy or policies of title insurance or endorsements thereof which it may at any time issue, resulting directly or indirectly from the matters referred to in Paragraph 2, and to pay all costs, expenses and attorneys' fees incurred in enforcement of this Agreement.
- 6. It is understood and agreed that COMPANY may rely upon this Agreement in issuing any policy, policies or endorsements covering all or any portion of the Real Property, whether or not INDEMNITOR is the person ordering the same, regardless of any change in ownership of the title to the Real Property or any portion thereof or any change in the nature of INDEMNITOR's interest in the same; that the issuance of any such policy or policies or endorsements in the manner desired by INDEMNITOR may cause COMPANY to deem it necessary or expedient for practical business reasons to issue other policies or endorsements covering the Real Property, without showing therein, as matters not insured against, the matters referred to in Paragraph 2; and therefore the obligations of INDEMNITOR hereunder shall not be limited to policies initially issued covering the Real Property or portions thereof but shall apply also to any policy or policies of title insurance subsequently issued covering the Real Property or portions thereof; provided, however, that INDEMNITOR may, at any time, deliver written notice to COMPANY of INDEMNITOR's election to exclude from the future application of this Agreement any of the Real Property upon which COMPANY has not issued a policy or endorsement in reliance upon this Agreement. INDEMNITOR's election shall be effective on the fifth (5th) business day following receipt by COMPANY of the above-referenced notice.
- 7. INDEMNITOR agrees that it is directly and primarily liable to COMPANY and that the obligations of INDEMNITOR hereunder are independent of the obligations of any other indemnitor or third party owing to COMPANY. If more than one person signs this Agreement as INDEMNITOR, the obligation hereunder shall be joint and several. INDEMNITOR agrees that any release which may be given by COMPANY to any other indemnitor or third party shall not release INDEMNITOR from the payment and performance of its obligations under this Agreement. As a condition to the payment and performance by INDEMNITOR of its obligations under this Agreement, COMPANY shall not be required to, and INDEMNITOR hereby waives any and all rights to require COMPANY to prosecute or seek to enforce any remedies against any other indemnitor or third party, or with respect to any security interests, liens or encumbrances granted to COMPANY by any other indemnitor or third party. INDEMNITOR also agrees that its obligations under this Agreement shall not be impaired or affected by any modification, supplement, or amendment to any policy, policies or endorsements issued regarding the Real Property, nor by release or other alteration of any security pledged by any other indemnitor or third party, nor by any agreements or arrangements whatsoever with any other indemnitor or third party.

- 8. Without affecting any of INDEMNITOR's obligations owing to COMPANY under this Agreement, INDEMNITOR hereby agrees that COMPANY may elect, in its sole and absolute discretion, to retain legal counsel of its choice on behalf of COMPANY's Insureds in connection with any claims, disputes, demands, or actions made or arising in connection with the subject matter of this Indemnity or any policy or policies of title insurance or endorsements thereof issued covering the Real Property, and COMPANY may, in its sole and absolute discretion, settle or compromise any such claim, dispute, demand or action on such terms and in such a manner as COMPANY deems appropriate. COMPANY is under no obligation to accept INDEMNITOR's selection of counsel. At COMPANY's option it may suggest to its Insureds that counsel recommended by INDEMNITOR be retained for the defense of the Insureds. I NDEMNITOR agrees to underwrite the fees, costs and expenses associated with the defense of the Insureds. Any counsel selected by the INDEMNITOR to represent COMPANY's Insureds must be acceptable to the Insureds and be independent counsel free of any conflict of interest.
- 9. INDEMNITOR is presently informed of the condition and status of the Real Property and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of liability of INDEMNITOR under this Agreement. INDEMNITOR hereby covenants that it will continue to keep itself informed of the condition and status of the Real Property, the status of other indemnitors, if any, and of all other circumstances which bear upon the risk of liability of INDEMNITOR under this Agreement. Absent a written request for such information by INDEMNITOR to COMPANY, INDEMNITOR hereby waives its right, if any, to require COMPANY to disclose to it any information which COMPANY may now or hereafter acquire concerning such condition or circumstances including, but not limited to, the release of or revocation by any other indemnitor.
- 10. INDEMNITOR hereby waives any defense arising by reason of any claim or defense based upon an election of remedies by COMPANY, which, in any manner impairs, affects, reduces, releases, destroys and/or extinguishes INDEMNITOR's subrogation rights, reimbursement rights, and/or any other rights of INDEMNITOR to proceed against any other indemnitor or against any other third party or security. INDEMNITOR waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, notices of default, notice of acceptance of this Agreement, and notices of the existence, creation, or issuance of any new or additional policy or policies of title insurance, and of endorsements thereof, regarding the Real Property, and all other notices or formalities to which INDEMNITOR may be entitled.
- 11. This Agreement shall be binding upon the successors and assigns of INDEMNITOR and shall inure to the benefit of COMPANY's successors and assigns. The death, the incapacity, the lack of authority, the disability, and/or the dissolution of INDEMNITOR or any other indemnitor shall not terminate or otherwise impair COMPANY's rights under this Agreement.

- 12. INDEMNITOR agrees that this agreement is not intended to give any benefits, rights, privileges, actions, or remedies to any person, partnership, firm, or corporation other than COMPANY and INDEMNITOR under any theory of law.
 - 13. INDEMNITOR ACKNOWLEDGES THAT HE/IT IS EXECUTING THIS AGREEMENT BECAUSE OF THE BENEFITS DIRECTLY OR INDIRECTLY ACCRUING TO HE/IT BY REASON OF THE ISSUANCE OF THE SAID POLICIES.

In witness whereof the undersigned INDEMNITOR has executed this Agreement this 23rd day of December, 2008.

"INDEMNITOR"
Ennis Homes, Inc., a California Corporation
Ву
President and CEO
By
Vice-President and Secretary

DEPOSIT ACCOUNT RIDER TO SPECIAL INDEMNITY AGREEMENT

THIS DEPOSIT ACCOUNT RIDER (this "Rider"), dated December 23, 2008, is entered into between ENNIS HOMES, INC., a California Corporation, ("INDEMNITOR"), and CHICAGO TITLE INSURANCE COMPANY, a corporation,

(hereinafter referred to as "COMPANY") and is hereby made a part of and incorporated into that certain Special Indemnity Agreement (the "Agreement"), dated December 23, 2008, between INDEMNITOR and COMPANY.

The parties agree as follows:

- 1. All capitalized terms contained in this Rider shall have the same definition so set forth in the Agreement unless they are specifically defined in this Rider.
- In addition to the provisions contained in the Agreement, and as security for the payment and performance by INDEMNITOR of any and all of its obligations under the Agreement, INDEMNITOR agrees to promptly deposit or cause to be deposited as collateral with COMPANY the sum of \$109,562.11 and grants a security interest in the collateral (hereinafter referred to as the "Reserve"). The Reserve (including any interest received thereon) and any other sums held by COMPANY hereunder shall constitute a deposit which shall be held by COMPANY as security for the performance of any and all of the obligations of INDEMNITOR under this Agreement. INDEMNITOR hereby authorizes COMPANY, in its sole and absolute discretion, to use all or any portion or portions of the Reserve to pay or to reimburse itself for the payment of any sums which INDEMNITOR has agreed to pay or reimburse COMPANY for pursuant to the terms of the Agreement and which INDEMNITOR failed to promptly pay upon demand, or any sum which, in the discretion of COMPANY, it may be required to pay for the protection of COMPANY's insureds or itself. COMPANY is authorized to and agrees that it will promptly deposit the Reserve in a deposit account in the name of COMPANY with a financial institution selected by COMPANY in its sole and absolute discretion. INDEMNITOR hereby assigns to COMPANY the account so established and all of its rights therein, which account shall be the property of COMPANY only. COMPANY agrees, however, to hold, use and disburse said account and the funds represented thereby only under the provisions of the Agreement and this Rider.

Any interest received by COMPANY on funds so deposited shall be deemed to be included in the Reserve held by COMPANY under this Rider. COMPANY, in its sole and absolute discretion, may use or may distribute to INDEMNITOR any such interest without impairing any of the obligations of INDEMNITOR under the Agreement. COMPANY shall have no obligation to collect interest on the Reserve or to see to the payment or crediting thereof, nor any responsibility or

liability for the Reserve or any interest thereon in the event of any failure or refusal or inability of the financial institution to repay the amount represented by the deposit account or any portion thereof. At such time as all obligations of INDEMNITOR under the Agreement have been fully performed and the title to the R eal P roperty is free of the effect of the matters referred to in Paragraph 2 of the Agreement and of any claim based thereon or resulting therefrom, and COMPANY has no unsatisfied claim against it which is indemnified against by INDEMNITOR pursuant to the Agreement, COMPANY agrees that it will repay to INDEMNITOR the amount of the Reserve and any other deposits received by COMPANY from INDEMNITOR less any sums properly expended by or owing to COMPANY under the provisions of the Agreement. COMPANY shall not be obligated to resort to the Reserve before enforcing any obligations of INDEMNITOR under the Agreement, but shall, notwithstanding its holding of the Reserve, have the right to enforce the obligations of INDEMNITOR by any lawful means without first resorting to the Reserve in the same manner and to the same extent as if no security for such obligations were held by COMPANY.

- 3. Any one or more of the following events shall constitute an event of default by INDEMNITOR under this Rider:
- (A) If INDEMNITOR fails to pay when due and payable or on the date when declared due and payable, any of its obligations owing to COMPANY under the Agreement or this Rider; or
- (B) If INDEMNITOR fails or neglects to perform, keep or observe any term, provision, condition, covenant, agreement, warranty or representation contained in the Agreement, this Rider, or any other present or future agreement between INDEMNITOR and COMPANY.
- 4. Upon the occurrence of an event of default by INDEMNITOR under the Agreement or this Rider, COMPANY may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by INDEMNITOR:
- (A) Declare INDEMNITOR's obligations, arising under the Agreement or otherwise immediately due and payable;
 - (B) Cease issuing policies of title insurance covering the Real Property.
- 5. COMPANY's rights and remedies under this Rider and all other agreements shall be cumulative. COMPANY shall have all other rights and remedies not inconsistent herewith as are provided by law or in equity. No exercise by COMPANY of one right or remedy shall be deemed an election, and no waiver by COMPANY of any default on INDEMNITOR's part shall be deemed a continuing waiver. No delay by COMPANY shall constitute a waiver, election or acquiescence by it.

IN WITNESS WHEREOF, the parties thereto have caused this Rider to be executed as of the date first hereinabove written.

'INDEMNITOR"
Ennis Homes, Inc., a California Corporation
By President and CEO
ByVice-President and Secretary

EXHIBIT "A"

RECORDED MECHANIC'S LIENS

Exhibit 2

,	2008-0069618
RECORDING REQUESTED BY	Recorded REC FEE 29,00
Sacramento Building Products, Inc.	Racorded REC FEE 29.80 Official Records County of Tulare SREGORY B. HARDICASTLE
AND WHEN RECORDED MAIL TO Sacramento Building Products P. O. BOX 815 WEST SACRAMENTO, CA 95691	1 DR 38:01AM 15-Oct-2008 t Page 1 of 4
	Mechanic's Lien
	uilding Products Claimant, claims a mechanic's lien upon (person or firm as it appears on Mechanic's Lien)
the following described real property:	
City of: DINUBA, PORTERVILLE, TULARE, VISALIA	County of:TULARE, State of California and
described as: ENNIS HOMES - SEE ATTAC	
The sum of: \$138,800,97 together with int	terest thereon at the rate of %18 percent per annum from
	ng all just credits and offsets) for the following labor, services,
equipment and/or materials furnished by Clair	·
	nent and/or materials at the request of, or under contract with:
ENNIS HOMES, 643 N WESTWOOD STREE	·
The name(s) and address(es) of the owners o	
ENNIS HOMES, \$43 N WESTWOOD STREE	· · · · · · · · · · · · · · · · · · ·
Date: 10-9-2008 Name o	of Claimant: Sacramento Building Products
Ву:	eandice Kenney, Regional Credit Manager
	VERIFICATION
authorized to make this Verification. I have re	anager of the Claimant of the foregoing mechanic's lien; I am ad said claim of mechanic's lien and know the contents thereof; are under penalty of perjury that the foregoing is true and correct. California Candine Kenney for Sacramento Building Reducts

Page 96

!NV#	COMMUNITY	AMC	OUNT DUE
	PARKSIDE VILLAGE, DINUBA		
447608L	1677 EL PASO AVE, DINUBA	\$	794.04
44674CD	1677 EL PASO AVE, DINUBA	- 3	953.81
44674CI	1677 EL PASO AVE, DINUBA	- š	2,384.53
44674CP	1677 EL PASO AVE, DINUBA	- š	106.62
63971BL	1503 EL PASO AVE, DINUBA	- 💲	340.56
53971BT	1503 EL PASO AVE, DINUBA	- \$	613.00
63972BL	1519 EL PASO AVE, DINUBA	- \$	503.43
63972BT	1519 EL PASO AVE, DINUBA	- \$	764.87
63973BT	1504 SAN ANTONIA AVE, DINUBA	- 💲	567.83
63973BL	1504 SAN ANTONIA AVE, DINUBA	\$	374.41
62572CD	1504 SAN ANTONIA AVE, DINUBA	- - \$	562.16
62572CI	1504 SAN ANTONIA AVE, DINUBA		1,405.39
62572CP	1504 SAN ANTONIA AVE, DINUBA		839.99
63974B2	1564 SAN ANTONIA AVE, DINUBA	- \$	337.15
63964CP	1564 SAN ANTONIA AVE, DINUBA	\$	842.83
67795FI	1623 EL PASO AVE, DINUBA	š	630.43
	•	<u> </u>	
47184B2	THE RANCH, PORTERVILLE 4441 WEST PROSPECT, VISALIA	\$	454.41
47184BL	4441 WEST PROSPECT, VISALIA		757.28
45322CD	4441 WEST PROSPECT, VISALIA	- 3	
45322CI	4441 WEST PROSPECT, VISALIA	- 3	1,488.52 5,954.07
45322CP	4441 WEST PROSPECT, VISALIA	- \$ \$	2,203.24
7002201	THE WEST FROM EST, VIGALIA	, *	2,200.24
		-	
	WILLIAMS RANCH, PORTERVILLE		
63557BL	945 N. SILVER MAPLE ST., PORTERVILLE	\$	792.51
66631BL	935 N. SILVER MAPLE ST, PORTERVILLE	- `	777.22
66631BT	935 N. SILVER MAPLE ST, PORTERVILLE		1,183.03
65118CD	935 N. SILVER MAPLE ST, PORTERVILLE	\$	1,211.15
65118CI	935 N. SILVER MAPLE ST, PORTERVILLE	\$	3,290.89
65118CP	935 N. SILVER MAPLE ST, PORTERVILLE	- \$	1,809.59
67045BT	966 N. RED OAK ST., PORTERVILLE	\$	1,049.70
66635BL	2174 W. BEL AIR COURT, PORTERVILLE	\$	721.44
66635BT	2174 W. BEL AIR COURT, PORTERVILLE	<u> </u>	1,093.33
65117CD	2174 W. BEL AIR COURT, PORTERVILLE	\$	1,143.82
65117CI	2174 W. BEL AIR COURT, PORTERVILLE	\$	2,859.55
66636BL	944 N. SILVER MAPLE ST, PORTERVILLE	\$	634.51
66636BT	944 N. SILVER MAPLE ST, PORTERVILLE	\$	949.89
64533CD	944 N. SILVER MAPLE ST, PORTERVILLE	\$	626.50
64533C1	944 N. SILVER MAPLE ST, PORTERVILLE	\$	1,856.70
64533CP	944 N. SILVER MAPLE ST, PORTERVILLE	\$	936.05
	MADISON CROSSING, VISALIA		
66178BT	2641 N. MENDONCA ST, VISALIA	\$	865.32
63693CD	2641 N. MENDONCA ST, VISALIA	\$	840.29
63693CI	2641 N. MENDONCA ST, VISALIA	\$	2,100.72
63693CP	2641 N. MENDONCA ST, VISALIA	\$	1,248.78
66178BL	2641 N. MENDONCA ST, VISALIA	\$	567.46
62568CD	3450 W. LARK AVE, VISALIA	\$	1,209.27
62568C1	3450 W. LARK AVE, VISALIA	\$	2,888.80
62568CP	3450 W. LARK AVE, VISALIA	\$	1,716.68

Exhibit	2	
Page	97	

RECORDING REQUESTED BY 2008-0071131 VIKING READY MIX, INC. Recorded
Official Records
County of
Tulare
GREGORY B. HARDCASTLE I REC FEE CONFORMED COPY 1.00 LIEW NOTICE 13.00 AND WHEN RECORDED MAIL TO: 98:019M 22-Oct-2008 | Page 1 of 1 VIKING READY MIX, INC. Name Address P.O. BOX 9129 City & 93790 CA State **FRESNO** PACE ABOVE THIS LINE FOR RECORDER'S US_

	•				
The undersigned	ame of person or firm claiming mechanic's flen	Contracto	KING READY MI	IX, INC. s it appears on contractor's license	.}
·	,			• •	•
	nechanic's lien upon the following d				
City of	PORTERVILLE			_	California,
	WILI	LIAMS R	ANCH (LOT 168)	1 Dry College	a.r
G	eneral description of property where the work of but if passible, use both stree	r materials	were furnished. A stre	el address is sufficient,	
The sum of \$	6,235.	5 3		together with inte	rest thereon
ine sum or \$	(amount of claim due and unp	osid)		togodioi waranc	·
at the rate of	10 percent per annum fro	om		October 10, 2008	
			(Date with	en balance became due)	
is due claimant (afte	er deducting all just credits and offse	ets for th	e following work:	and materials furnished	
by claimant	DELIVERY OF	READY	MIX CONCRETE	AND RELATED MATERI	ALS
oj wasnant	(insert general description of				
	Claimant furnished the	e work a	nd materials at th	e request of, or under con	tract with
			JCTION (A19976		
	(Name of person or firm who	ordered or			
The owners and rep	outed owners of the property are			ENNIS HOMES	
	ATTN: BRIAN ENNIS 643	N. WES	TWOOD, PORT	TERVILLE, CA. 93257	
(insert name of owner of n	eal property. This can be obtained from the Co	unty Recon	fer or by checking the I	building parmit application at the B	uilding Department)
			Firm N	lame VIKING F	READY MIX, INC.
			By:	Kodney Don	~~()e^
			J,	(Signatule of claimant	of authorized agent)
v	ERIFICATION			RODNEY C	SONZALES
			ODENIT		
i, the undersigned,	eay I am the		"President of", "Mana	iger off, "A partner of, "Owner off, s	elc,
The claimant of the thereof; the same is	foregoing mechanic's lien. I have r true of my own knowledge. alty of perjury that the foregoing is t	ead said	claim of mechan		
Executed on	October 10, 2008	at		RESNO	, California
 -	(Date of Signature)		O (City w	mere signed)	
	VIKING READY MIX		Kodner-	X munles	
			Personal signature of	the Individual vido is swearing tha	tibe contents

FORM D

Exhibit	人
Page	<i>18</i>



2008-0071558

Recorded at the request of and to be returned to:

MORTON & BROWN PLUMBING, INC. 1810 INYO, POB 1107, DELANO CA 93216 Recorded

Official Records
County of
Tulare

SREBORY B. HARDCASTLE
Clerk Recorder

REC FEE 13.89 CONFORMED COPY 1.80

11:3

| RS | 11:51AM 23-Oct-2008 | Page 1 of 2

MECHANIC'S LIEN (California Civil Code §3084)

Claimant,

MORTON & BROWN PLUMBING 1810 INYO/POB 1107 DELANO CA 93216

hereby claims a mechanic's lien as follows:

1. Claimant's demand, after deducting all just credits and offsets, is \$8,900.00,

plus interest at the rate of 24% per annum

from OCTOBER 22, 2008 (Date balance became due)

2. The name of the owner or reputed owner, if known, is:

ENNIS HOMES, INC.

3. Claimant furnished the following kinds of labor, services, equipment or materials:

PLUMBING MATERIAL AND LABOR

4. Said labor, services, equipment or materials were performed or furnished at:

2174 W. BEL-AIRE COURT (LOT 168)

PORTERVILLE CA 93257

(Description of location sufficient for identification)

5. The name of the person by whom the Claimant was employed or to whom the Claimant furnished the labor, services, equipment or materials is:

ENNIS HOMES, INC.

Exhibit 2 Page 99

Dated: 10/23/08
MORTON & BROWN PLUMBING (Claimant) By: Wolf State Sta
MICHAEL E. BROWN, PRESIDENT (Print or Type Name/Title)
VERIFICATION
I, the undersigned, say: I am the
PRESIDENT (Titte)
of the claimant of the foregoing mechanic's lien; I have read said claim of mechanic's lien and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on October 23, 2008,
at Tulare, California (Name of city where signed). (Personal signature of person providing the verification)
CERTIFICATE OF ACKNOWLEDGEMENT
STATE OF CALIFORNIA)
) ss
County of)
On, 200 before me,, [name of notary] Notary Public, personally appeared, [name(s) of signer(s)] who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature :(Seal)

-		ш	

2008-0072903

Recorded | REC FEE 10.88

Official Records | CORY - RECORDE 3.86

Tulare | Cory - RECORDE 3.86

FREGURY B. HARDCASTLE! | Clerk Recorder | DJF

82:18PM 38-Oct-2808 | Page 1 of 1

RECORDING REQUESTED BY & MAIL TO:

NAME FENCEWORKS, Inc.

STREET ADDRESS 4750 Burr Street, Suite B

CITY, STATE & Bakersfield, CA 93308

- SPACE ABOVE THIS LINE FOR RECORDER'S USE -

STATE OF CALIFORNIA MECHANIC'S LIEN (Claim of Lien)

The undersigned, rencew	OF PERSON OR FIRM CLAMMING MECHANIC'S LIEN - CONTRACTORS USE NAME EXACTLY AS IT APPEARS ON CONTRACTOR'S LICENSE)
,	Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or
	furnished for a work of improvement upon that certain real property located in the County
·	• • • • • • • • • • • • • • • • • • • •
	, State of California, and described as follows:
"Williams Ranch" pro	gect, Porterville, CA
2174 W. Bel-Aire Cor	urt, Lot;168, Phase; 04
ALTHOUGH THE STREET	(DESCRIPTION OF PROPERTY WHERE THE WORK AND/OR MATERIALS WERE FURNISHED. FADDRESS ALONE IS SUFFICIENT, IT IS RECOMMENDED TO GIVE BOTH THE STREET ADDRESS AND LEGAL DESCRIPTION.)
After deducting all just cred	tits and offsets, the sum of \$ 2,775.95
A STATE OF THE STA	(AMOUNT OF CLAIM DUE AND UNPAID)
_	on at the rate of 12 per cent per annum from October 22 2008, is due
claimant for the following la	bor, services, equipment and/or materials furnished by Claimant:
Fence Material and Labor	
	(GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS FURNISHED)
•	company by whom Claimant was employed, or to whom Claimant furnished the labor,
services, equipment and/or	materials is Ennis Homes, Inc.
	643 N. Westwood Street, Porterville, CA 93257
*	OR FIRM WHO ORDERED FRUM, OR CONTRACTED WITH, CLAIMANT FOR THE WORK AND/OR MATERIALS)
The name(s) and address(e	es) of the owner(s) or reputed owner(s) of the real property is/are: Ennis Homes
and the same of	643 N. Westwood Street, Porterville, CA 93257
(THIS INFORM	IATION CAN BE OBTAINED FROM THE COUNTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)
	Name of Claimant Fenceworks
	By David Hall - Assoc. Manager
	VERIFICATION
I, the undersigned, declare	I am the Assoc. Mgr. of Fenceworks
the Claimant named in the	foregoing claim of mechanic's lien; I am authorized to make this verification for the
	pregoing claim of mechanic's lien and know the contents thereof, and the same is true to
my own knowledge.	
, ,	perjury under the laws of the State of California that the foregoing is true and correct.
October 28 2008	David Hall - Assoc. Manager
(DATE OF SIGNATURE)	(SIGNATURE OF THE INDIVIOUAL WHO VERIFIES THAT THE CONTENTS OF THE CLAIM OF MECHANIC'S LIEN ARE TRUE)
E CAT Y TUBE THE TORN FRUMA A TY THE FOU COURT THE ORTS	EN LINE DO THE TOTAL OF AND USE WHO THE CONTROL OF AND CONTROL OF AND USE THE CONTROL OF AND USE WHO T

Page 10/

RECORDING REQUESTED BY

BMC West Corp.

1330 N MAPLE AVE

FRESNO, CA 93703

AND WHEN RECORDED MAIL TO:

BMC West Corp.

1330 N. Maple Ave.

Fresno, CA 93703

2008-0074143

Recorded Official Records County of Tulare
GREGORY B. HARDCASTLE

I REC FEE

10. 30

I DJF 08:01AM 05-Nov-2000 | Page 1 of 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE -

MECI	HANICS' LIEN
The undersigned BMC West Corp.	
Name of person or firm desiral. Claimant claims a mechanics' lien upon the fol	ng mechanica' ken. Contractors use nume exactly as it appears on contractor's license)
city of Porterville.	County of TUAY? California,
Williams I	2000 10th 416B
[Genoral description of properly where the buy if possible, use bol	work or materials were furnished. A street exteress is sufficient, it street address and legal description.
2174 W.	BOI-Aire Ct.
Port	erville CA.
The sum of \$4930	1.35 together with interest thereon
[Amount of claim	08 -10 -08
at the rate of 18 percent per annum from	[Date when balance became due]
is due claimant after deducting all just credits a	and offsets for the following work and materials furnished
by claimant LUMBER/BUILDING MATERIALS/L	
[Insert pervera	description of work or materials furnished)
Of the control of the Athera	
	work and materials at the request of, or under contract with
ENNIS HOMES 643 N WESTWOOD STREET, Name of person or 5mm who or	dered or contracted for the work or materials)
The owners and reputed owners of the real pro	narty or laborated interact are
ENNIS HOMES, 643 N WESTWOOD STREET, PO	
(Insert name of owner of real property. This can be obtained from the County Records	
Firm N	Name BMC West Corp.
,	1: 10
	By: (Signature of darnant or authorized agent)
	Chris Johnson
1.75	RIFICATION
VE	RIFICATION
I, the undersigned, say: I am the ADMINISTRAT	IVE MANAGER OF
the claimant of the foregoing mechanics' lien	President of "Manager of," A partner of, "Owner of," etc.] I have read said claim of mechanics' lien and know the
contents thereof; the same is true of my own kn	owledge.
I declare under penalty of perjury that the forego	
	FRESNO) / California:
[Date of Signature]	(Cly Where Signed)
en de la companya de La companya de la co	
•	(Parsonal signature of the individual who is swearing that the contents of the claim of mechanics' Ren are true [
•	Chris Johnson

O VFR, Inc., P.O. Box 7, Loamis, CA 95650 (916) 652-7237

· FORM D

Exhibit	2
Page	102

|--|

2008-0080085

RECORDING REQUESTED BY & MAIL TO:

NAME Anchor Lighting Inc.

STREET ADDRESS 2375 East Tulare Ave.

City, STATE 5 ZIP CODE Tulare, CA 93275

RECORDING Recorded | REC FEE 18.89

Identification Recorded | REC FEE 18.89

Identification Records | Recorder |

NB | Page 1 of 1

STATE OF CALIFORNIA MECHANIC'S LIEN

(Claim of Lien - Civil Code Section 3084)

	•	Of Eleft - Oly il Godd G	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
The undersigned,	Anchor Lighting In	TC. R FIRM CLAMENG MECHANIC'S LIEN - CONTR	ACTORS USE NAME EXACTLY AS IT APPEARS ON CONTR	ACTOR'S LICENSE)
referred to in this Cla	aim of Lien as the Cla	aimant, claims a mecha ned for a work of imore	anic's lien for the labor, servi vement upon that certain rea	ces, equipment il property located
in the City of Porterv	فالم	County of Tulare	. State o	of California and
in the Only of Tottore	Williams Ranch Pro	iect:935 N Silver Maple	e PO#224424 Porterville CA	93257;935 N
	Silver Manle PO#22	24423 Porterville CA 93	3257:944 N Silver Maple PU	#224000
	Porterville CA 9325	7.944 N Silver Maple F	PO#224589 POrterville CA 9	3257;2174 W
described as follows	: BelAire PO#224514	Porterville CA 93257;	2174 W BelAir PO#224515	Porterville 93257
ĄŢ	(DESCRIPTION O HOUGH THE STREET ADDRESS ALONE IS	OF PROPERTY WHERE THE WORK AND/OR MA SUFFICIENT, IT IS RECOMMENDED TO GIVE E	TERIALS WERE FURNISHED. BOTH THE STREET ADDRESS AND LEGAL DESCRIPTION.)	
After deducting all ju	st credits and offsets	s, the sum of \$ <u>2978.04</u>	IAMOUNT OF CLAM DUE AND UNP	
		-6 40	•	is due
together with interes	t thereon at the rate	of 10 percent per	(DATE WHEN AMOUNT OF C	
Claimant for the follo	wing labor, services	equipment and/or ma	terials furnished by Claiman	t:
Supply of lighting.	ming labor, control	1 - 4 1	•	
Supply of lighting.				
		AL DESCRIPTION OF THE WORK AND/OR MATE		
The name of the per	son or company by v	whom Claimant was en	nployed, or to whom Claimai	nt furnished the
labor, services, equi	pment and/or materi	als is Ennis Home	s, Inc.; Brian Ennis	
	JUSUALLY NAME OF PERSON OR FIRM	WHO ORDERED FROM, OR CONTRACTED WIT	H, CLAMANT FOR THE WORK AND/OR MATERIALS)	
The name(s) and ad	dress(es) of the own	er(s) or reputed owner	(s) of the real property is/are) ;
	643 N. Westwood St	Porterville CA 93257		
Elkiis Homes inc.	(THIS INFORMATION CAN BE CRET	UNED FROM THE COUNTY ASSESSOR'S OFFIC	E WHERE THE REAL PROPERTY IS LOCATED)	
Name of Claimant	Anchor Lighting	Inc.		
Executed on 11/	19/08 at	Tulare County		
	arlie Boghosian			·
	(FRINT NAME)		(SIGNATURE)	
		VERIFICATION		
I, the undersigned, o		(7)YI 61	of Anchor Lightin	N1)
the Claimant named Claimant; I have rea true to my own know	d the foregoing clain	m of mechanic's lien; I n of mechanic's lien an	am authorized to make this d know the contents thereof,	Verification for the and the same is
			California that the foressing	ie true and
I declare under pena correct.	alty of perjury under t	the laws of the State of	California that the foregoing	is true and
Executed on 1	1/19/08 at	Tulare County, Californ	nia 06	
	(DATE)	CIT	Y AND STATE WHERE SCHED AND THE TO	
By Cha	arlie Boghosian		1 982	

10f (P

2008-0080601

Recorded Official Records County of Tulare **GREGORY B. HARDCASTLE** 10.00

Clark Recorder

08:01AM 24-Nov-2008 | Page 1 of 1

REC FEE

RECORDING REQUESTED BY AND RETURN TO:

File: 455371 APN:

Heating & Cooling Supply, LLC

Alicia Deguzman

1669 Brandywine Ave., Suite A

Chula Vista, CA 91911 Phone: 619-626-8885

Fax: 619-421-0980

MECHANIC'S LIEN (California Civil Code § 3084)

The undersigned claimant, Heating & Cooling Supply, LLC, hereby claims a mechanic's lien as follows:

The claimant's demand, after deducting all just credits and offsets, is the sum of \$3,393.97, including service charges or interest at the rate of 18.00% per annum, thereon from until the amount owing is paid in full.

The name of the owner(s) or reputed owner(s), if known, is: ENNIS HOMES INC, , 643 N WESTWOOD ST, PORTERVILLE, CA 93257.

The name of the person to whom claimant furnished the labor, services, equipment or materials to was QUALITY AIR, 4491 S. K. STREET, TULARE, CA 93274.

The claimant furnished the following kinds of labor, services, equipment or materials: Heating & Cooling Materials.

The site at which the work of improvement was constructed is commonly known as the WILLIAMS RANCH #4 project, located at LOTS 127-185, N. SILVER MAPLE STREET, W. THETA AVE, PORTERVILLE, CA 93257, in the County of TULARE.

The specific contract information is for Our Job/Invoice 49174.

Dated: 11/13/2008

VERIFICATION

I declare that I, Greg Kooyman, Director of Credit, am authorized to file this claim on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge declare under penalty of perjury that the foregoing is true and correct. Executed at CHULO USTA, CA on 11/13/2008 for Heating & Cooling Supply, LLC.

of Credit

Director of Credit

Page

Case 09-01294

EXHIBIT "B"

Ennis Homes Invoices by Project by Job by Vendor

12-04-2008

Entira nomea	www.weintad	•	•		
Only Open invoices are printed.		Amount	Amount	Amount	
		Original	Paid	Outstanding	
V	endor	original		•	
030					
030-04-168	Close Date	1,239.24	.00	1,239.24	
ANCHLIGH	Anchor Lighting	6,691.25	.00	6,691.25	
BLANCUST	Blanks Cstm Drywll & Pnt	3,240.72	.00	3,240.72	
BLPAINT	Bill Slatten Painting	4,939.35	.00	4,939.35 /	
BMCWESTF	BHC West Corp Frame	635.00	.00	635.00	
CENTVLYO	Central Valley Overhd Dr	3,511.65	.00	3,511.65	
COULTERS	Coultrs Of Prtrvil, Inc	17,223.40	.00	17,223.40	
ENETCONS	Emet Construction Inc	2,775.95	.00	2,775.95 √	
Fencewor	. Fenceworks Inc		-00	1,026.00	
FSDOOR	F & S Shower Door	1,026.00	.00	4,370.42	
gan gna il	Gang Nail Truss Co Inc	4,370.42	.00	1,600.00	
HUDSTILE	Hudson Tile Inc.	1,600.00	.00	7,029.72	
Keithbro	Keith Brown Bldng Matrls	7,029.72	.00	575.00	
Linkente	LinkUs Enterprises Inc.	575.00		350.00	
LOUITHOM	Louis Thompson Excavatn	350.00	.00 .00	2,300.00	
Mastgard	Haster Gardens Landscape	2,300.00		7,435.48	
MORTBROW	Horton & Brwn Plmbng Inc	7,435.48	.00	8,540.00	
NELSROOF	Nelson Roofing Inc.	8,540.00	.00	550.00	
PERFECTI	Perfection Iron	550.00	.00	35.14	
PORCITY	City Of Porterville	35.14	.00	6,620.00	
PRECTILE	Precision Tile Works	6,620.00	.00	1,725.66	
QUALAIR	Quality Air	5,556.27	3,830.61		
RECCLEAN	R & B Construction Cloup	2,150.08	.00	4,	
res-pest	Res-Com Pest Control	230.16	.00	200.00	
SACRBLDC	Sacramento Bld Cabinets	5,705.00	.00	5,705.00 V	
SACRBLDI	Sacramento Bld Insulatn	1,793.84	.00	1,793.84/	
SCEROSE	SCE	34.96	.00	34.96	
SCGUTI	SCG	36.81	.00	36.81	
STARELEC	Star Electric Inc	4,809.00	.00	4,809.00	
SUMMPURT	Summer Purtle	372.64	.00	372.64	
TRIVALLE	Tri Valley Plastrng Inc.	6,967.97	.00	6,967.97	
TUCOTAX	Tulare Co Tax Collector	299.52	.00	299.52	
VISACOUN	Visal Cntr Top Desgn Inc	384.00	.00	384.00	
VISAPIPE	Visalia Pipe & Supply	853.77	.00	853.77	
WINDPLUS	Windows Plus LLC	2,741.96	.00	2,741.96	
XAVISAHA	Xavier Sahagun Constrctn	8,853.00	.00	8,853.00	
Job Total	-	121,477.30*	3,830.61*	117,646.69*	
440 646 644					
Project Total	:	121,477.30*	3,830.61*	117,646.69*	
Report Totals: 121,477.30° 3,83				117,646.69*	

EXHIBIT "C"

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Ennis Homes Inc.

County

Identification

Number:

990-177-341

Amount:

\$117.17

Recorded:

November 18, 2008, Instrument No. 2008-0079384, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Ennis Homes Inc.

County

Identification

Number:

990-177-342

Amount:

\$96.92

Recorded:

November 18, 2008, Instrument No. 2008-0079385, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Ennis Homes Inc.

County

Identification

Number:

990-177-608

Amount:

\$93.93

Recorded:

November 18, 2008, Instrument No. 2008-0079389, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Ennis Homes Inc.

County

Identification

Number:

990-177-883

Amount:

\$153.42

Recorded:

November 18, 2008, Instrument No. 2008-0079395, of Official Records

Exhibit Page

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Ennis Homes, Inc.

County

Identification

Number:

990-177-283

Amount:

\$191.68

Recorded:

November 18, 2008, Instrument No. 2008-0079380, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Ennis Homes, Inc.

County

Identification

Number:

990-177-284

Amount:

\$110.76

Recorded:

November 18, 2008, Instrument No. 2008-0079381, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Ennis Homes Inc.

County

Identification

Number:

990-177-322

Amount:

\$302.23

Recorded:

November 18, 2008, Instrument No. 2008-0079382, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Ennis Homes Inc.

County

Identification

Number:

990-177-329

Amount:

\$90.17

Recorded:

November 18, 2008, Instrument No. 2008-0079383, of Official Records

Page /07

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Fiscal Year: Tulare 2008-2009

Taxpayer:

Ennis Homes Inc.

County

Identification

Number:

990-178-633

Amount:

\$795.01

Recorded:

November 18, 2008, Instrument No. 2008-0079405, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Ennis Homes Inc.

County

Identification

Number:

990-178-634

Amount:

\$141.92

Recorded:

November 18, 2008, Instrument No. 2008-0079406, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Ennis Homes, Inc.

County

Identification

Number:

990-179-261

Amount:

\$163.61

Recorded:

November 18, 2008, Instrument No. 2008-0079420, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Ennis Homes Inc.

County

Identification

Number:

990-181-225

Amount:

\$158.35

Recorded:

November 18, 2008, Instrument No. 2008-0079438, of Official Records

Exhibit

Page_.

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Ennis Homes Inc.

Taxpayer:

County

Identification

Number:

800-230-124

Amount: Recorded: \$17,861.30 November 18, 2008, Instrument No. 2008-0077083, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Alexander Capital Corporation, Lessee: Ennis Homes Inc.

County

Identification

Number:

810-014-393

Amount:

\$340.47

Recorded:

November 18, 2008, Instrument No. 2008-0078736, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Ennis Homes Inc.

County

Identification

Number:

990-177-282

Amount:

\$115.89

Recorded:

November 18, 2008, Instrument No. 2008-0079379, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County:

Tulare

Fiscal Year:

2008-2009

Taxpayer:

Ennis Homes Inc.

County

Identification

Number:

990-181-307

Amount:

\$107.02

Recorded:

November 18, 2008, Instrument No. 2008-0079439, of Official Records

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